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January 8, 2010

***Sent via Federal Express***

Craig Whitenack, Civil Investigator  
United States Environmental Protection Agency  
Region IX, Southern California Field Office  
600 Wilshire Boulevard, Suite 1460  
Los Angeles, California 90017

RE: Request for Information Pursuant to Section 104(e) of CERCLA for the Yosemite Creek Superfund Site in San Francisco, California

Dear Mr. Whitenack:

Enclosed is Delta Air Lines, Inc.'s response to EPA's October 15, 2009 "Request for Information Pursuant to Section 104(e) of CERCLA for the Yosemite Creek Superfund Site in San Francisco, California." In accordance with the time extension that you allowed, we have complied with the submission deadline of January 11, 2009.

If you should have any questions or require any additional information, please feel free to contact me at the above number.

Sincerely,

A handwritten signature in cursive script that reads "Christine H. Boucher".

Christine H. Boucher

Enclosures

**DELTA AIR LINES, INC.'S**  
**RESPONSE TO REQUEST FOR INFORMATION PURSUANT TO**  
**SECTION 104(e) OF CERCLA**  
**YOSEMITE CREEK SUPERFUND SITE,**  
**SAN FRANCISCO, CALIFORNIA**

Pursuant to Section 104(e) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA"), Delta Air Lines, Inc. ("Respondent" or "Delta") respectfully submits the following response to the Environmental Protection Agency's request (the "Request") for information concerning the Yosemite Creek Superfund Site in San Francisco, California. The Request was dated October 15, 2009 and Delta's response was due within thirty (30) days of receipt of the letter. By agreement with the EPA, the date for Delta's response was extended to January 11, 2010. To respond to the Request in a timely manner, Delta has based this response on information that is available at this time. Although Delta believes that this response is complete, it will supplement its response should additional information become available.

Delta has limited its response to this Request to information regarding Delta Air Lines, Inc., including Western Air Lines, Inc., which became a wholly-owned subsidiary of Delta on December 19, 1986 and was operationally merged into the Delta system on April 1, 1987.

On September 14, 2005, Delta and its subsidiaries filed voluntary petitions for relief in the United States Bankruptcy Court for the Southern District of New York ("Court"), and the Court has entered an Order of Relief under Chapter 11 of Title 11 of the U.S. Bankruptcy Code. The issues raised in EPA's Request relate to facts and events occurring prior to Delta's bankruptcy filing. Therefore, any potential liability associated with the Site and allegedly attributable to Delta is a prepetition obligation which has been discharged.

Delta responds to the individual requests as follows:

1. **Describe generally the nature of the business conducted by Respondent and identify the products manufactured, formulated, or prepared by Respondent throughout its history of operations.**

Response: Delta is the world's largest commercial airline, providing scheduled air transportation for passengers and cargo throughout the United States and around the world. Delta does not manufacture, formulate or prepare products as part of its business.

2. **Provide the name (or other identifier) and address of any facilities where Respondent carried out operations between 1940 and 1988 (the "Relevant Time Period") and that:**
  - a. **ever shipped drums or other containers to the BAD Site for recycling, cleaning, reuse, disposal, or sale.**

**Response:** Delta does not have any records documenting shipment of any drums or other containers to the BAD Site from any facilities where it carried out operations during the Relevant Time Period. In 2001, Delta participated in the Settlement Agreement and Consent Decree between the members of the Bay Area Drum *Ad Hoc* PRP Group and the California Department of Toxic Substances Control (DTSC) for the BAD Site, located at 1212 Thomas Avenue, San Francisco, California, to resolve claims by DTSC regarding the BAD Site in connection with the alleged sale of empty drums by Western (now Delta) from the San Francisco International Airport. Delta is not currently aware of any documentation either supporting these allegations or indicating the presence of any COC in connection with these drums, and settled without admitting liability.

**b. are/were located in California (excluding locations where ONLY clerical/office work was performed);**

**Response:** The following are the locations where Delta has carried out operations in California from 1940 to present:

<b>Airport City Code</b>	<b>City</b>	<b>Address</b>
BFL	Bakersfield	Meadows Field Airport, Bakersfield, CA 93308
BXS	Borrego Springs	Borrego Valley Airport, Borrego Springs, CA 92004
BUR	Burbank	Burbank Airport, 2627 N. Hollywood Way, Burbank, CA 91505
FAT	Fresno	Fresno Yosemite International Airport, 4995 E Clinton Way, Fresno, CA 93727
IPL	Imperial	Imperial County Airport, 1099 Airport Road, Imperial, CA 92251
IYK	Inyokern/Ridgecrest	Inyokern Airport, 1669 Airport Road, Inyokern, CA 93527
LGB	Long Beach	Long Beach Airport, 4100 E Donald Douglas Dr., Long Beach, CA 90808
LAX	Los Angeles	Los Angeles International Airport, 500 World Way, Ste. M, Los Angeles, CA 90045
MRY	Monterey	Monterey Peninsula Airport, 200 Fred Kane Dr. #200, Monterey, CA 93940
OAK	Oakland	Metro Oakland International Airport, 1 Airport Dr., Terminal Ste 38, Oakland, CA 94621
ONT	Ontario	Ontario International Airport, 2500 East Airport Dr., Suite 1259, Ontario, CA 91761
SAN	San Diego	San Diego International, Airport Lindberg Field, 3707 N Harbor Drive, San Diego, CA 92101
SNA	Orange County	John Wayne/Orange County Airport, 18601 Airport Way, Ste 211, Santa Ana, CA 92707
OXR	Oxnard	Oxnard Airport, Oxnard, CA 93030
PSP	Palm Springs	Palm Springs International Airport, 3400 East Tahquitz Canyon Way, Palm Springs, CA 92262

PRB	Paso Robles	Paso Robles Municipal Airport, 4900 Wing Way, Paso Robles, CA 93446
SMF	Sacramento	Sacramento Airport, 6850 Airport Blvd. Ste 22, Sacramento, CA 95837
SAN	San Diego	San Diego International Airport, 3835 No. Harbor Drive, #107, San Diego, CA 92101
SFO	San Francisco	San Francisco International Airport, Terminal 1 Lower Level, San Francisco, CA 94128
SJC	San Jose	Mineta San Jose Airport, 1661 Airport Blvd., 1E, San Jose, CA 95110
SPB	San Luis Obispo	San Luis Obispo County Regional Airport, San Luis Obispo, CA 93401
SBA	Santa Barbara	Santa Barbara Airport, 500 Fowler Road, Santa Barbara, CA 93117
SMX	Santa Maria	Santa Maria Public Airport District, 3217 Terminal Drive, Santa Maria, CA 93455

- c. are/were located outside of California and shipped any drums or other containers to California for recycling, cleaning, reuse, disposal, or sale (for drums and containers that were shipped to California for sale, include in your response only transactions where the drums and containers themselves were an object of the sale, not transactions where the sole object of the sale was useful product contained in a drum or other container).

Response: Delta does not have any information responsive to this Request.

3. **Provide a brief description of the nature of Respondent's operations at each Facility identified in your response to Question 2 (the "Facilities") including:**

- a. **the date such operations commenced and concluded; and**

Response: The chart below indicates the date that service commenced and concluded at Delta's California locations. At each of the locations listed below, Delta conducted operations consistent with its business as a commercial airline providing scheduled air transportation for passengers and cargo.

Airport City Code	City	Inaugural Airline	Service Start	Service Stop	Notes
BFL	Bakersfield	Skywest*	04/01/1987	09/01/2008	Service stop 4/3/1999; resumed 7/1/2005
BXS	Borrego Springs	Skywest*	04/01/1987	09/30/1989	
BUR	Burbank	Western	04/15/1931	Active	Service discontinued 9/30/1962; resumed 8/1/1984. Delta Connection (Skywest) added 4/1/1987. All DL Connection service since 4/4/1993.
FAT	Fresno	Western	11/15/1983	Active	Delta Connection (Skywest) 4/1/1987. All Delta Connection service since 10/1/1998.
IPL	Imperial	Skywest*	04/01/1987	Before 11/2007	All Delta Connection service since 11/1998.

Airport City Code	City	Inaugural Airline	Service Start	Service Stop	Notes
IYK	Inyokern/Ridgecrest	Skywest*	06/01/1990	5/1/1993	
LGB	Long Beach	Delta	07/01/1987	Active	Delta service stopped 3/31/1991. Delta Connection service started before 11/2007.
LAX	Los Angeles	Western	04/17/1926	Active	Prior to May 1926, service was airmail only; passenger service began 5/23/1926. Delta service began 6/11/1961. Delta Connection (Skywest) added 4/1/1987.
MRY	Monterey	Comair*	04/01/1987	Active	Delta Connection (American Eagle) service began 1/18/2002.
OAK	Oakland	Western	09/01/1946	Active	
ONT	Ontario	Western	10/28/1949	Active	Delta service began 5/1/1984. Delta Connection (Skywest) added 4/1/1987.
SNA	Orange County (Santa Ana)	Western	10/27/1980	Active	Delta Connection (Skywest) added 4/1/1987
OXR	Oxnard	Skywest*	04/01/1987	11/30/1987	
PSP	Palm Springs	Western	11/15/1945	Active	Delta Connection (Skywest) added 4/1/1987
PRB	Paso Robles	Skywest*	04/01/1987	04/02/1988	
SMF	Sacramento	Western	4/29/1962	Active	Delta Connection (Skywest) added on 4/1/1987.
SAN	San Diego	Western	09/01/1929	Active	Delta service began 6/11/1961. Delta Connection (Skywest) added 4/1/1987.
SFO	San Francisco	Western	05/01/1944	Active	Delta began service 10/13/1961. Delta Connection (Skywest) added 4/1/1987.
SJC	San Jose	Western	06/01/1970	Active	Delta service began 6/1/1976. Delta Connection (Skywest) added 4/1/1987.
SBP	San Luis Obispo	Skywest*	04/01/1987	2008	Skywest service discontinued 9/30/1997. Delta Connection (American Eagle) began 1/18/2003.
SBA	Santa Barbara	Skywest*	04/01/1987	Active	Service stop 4/3/1999; resumed by Skywest on 9/1/2001.
SMX	Santa Maria	Skywest*	04/01/1987	09/30/1997	

\* Delta Connection Carrier

**b. the types of work performed at each location over time, including but not limited to the industrial, chemical, or institutional processes undertaken at each location.**

Response: Delta conducted commercial passenger airline operations at the Facilities during the time periods listed in response to Question 3(a). Delta's operations during the relevant time periods may have included aircraft maintenance and ground service equipment maintenance at one or more of the Facilities.

4. **For each Facility, describe the types of records regarding the storage, production, purchasing, and use of Substances of Interest (“SOI”) during the Relevant Time Period that still exist and the periods of time covered by each type of record.**

Response: Delta does not have any information responsive to this Request.

5. **Did Respondent ever (not just during the Relevant Time Period) produce, purchase, use, or store one of the COCs (including any substances or wastes containing the COCs) at any of the Facilities? State the factual basis for your response.**

Response: Delta has no documentation regarding the production, purchase, use or storage of any COCs at the Facilities. Aviation and automotive fuels containing lead may, however, have been utilized at one or more of the Facilities prior to 1986. Leaded fuels were widely used throughout the United States prior to 1986, and were historically used to power propeller driven aircraft, ground support equipment and automobiles.

6. **If the answer to Question 5 is yes, identify each COC produced, purchased, used, or stored at each Facility.**

Response: See response to Question 5.

7. **If the answer to Question 5 is yes, identify the time period during which each COC was produced, purchased, used, or stored at each Facility.**

Response: See response to Question 5.

8. **If the answer to Question 5 is yes, identify the average annual quantity of each COC produced, purchased, used, or stored at each Facility.**

Response: See response to Question 5. No information is currently available regarding the quantity of leaded fuels used in connection with any Facility.

9. **If the answer to Question 5 is yes, identify the volume of each COC disposed by the Facility annually and describe the method and location of disposal.**

Response: No information regarding disposal, if any, of any COC is currently available for any of the Facilities.

10. **Did Respondent ever (not just during the Relevant Time Period) produce, purchase, use, or store hydraulic oil or transformer oil at any of the Facilities? State the factual basis for your response to this question.**

Response: Delta has never produced, purchased, used or stored transformer oil at any of the Facilities listed within this response. Delta has, however, historically purchased, used and stored aviation and automotive grade hydraulic oil in connection with its operations,

and currently purchases, uses and stores hydraulic oil at certain Facilities at which active operations are currently conducted.

- 11. If the answer to Question 10 is yes, identify each specific type of hydraulic oil and transformer oil produced, purchased, used, or stored at each Facility.**

Response: See response to Question 10.

- 12. If the answer to Question 10 is yes, identify the time period during which each type of hydraulic oil and transformer oil was produced, purchased, used, or stored.**

Response: See response to Question 10. Hydraulic oil could have been used at any of the Facilities during the time periods reflected in the response to Question 3(a) above.

- 13. If the answer to Question 10 is yes, identify the average annual quantity of each type hydraulic oil and transformer oil purchased, produced, used, or stored at each Facility.**

Response: See response to Question 10. Aviation and automotive grade hydraulic oil has historically been purchased by the individual stations and Delta does not have historical records or information on these purchases. The average annual number of gallons of hydraulic oil purchased between 2004 and 2009 is provided for the Facilities listed below.

City Code	Average Annual Gallons of Hydraulic Oil Purchased 2004 - 2009
SNA	4
SJC	5
SMF	6
ONT	8
OAK	9
SAN	85
SFO	312
LAX	455

- 14. If the answer to Question 10 is yes, identify the volume of each hydraulic oil and transformer oil disposed by the Facility annually and describe the method and location of disposal.**

Response: See response to Question 10. No information is available regarding the volume of hydraulic oil, if any, disposed of by any of the Facilities. Any disposal of used hydraulic oil would have been managed at the facility level, in compliance with applicable regulations.

**15. Provide the following information for each SOI (SOIs include any substance or waste containing the SOI) identified in your responses to Questions 5 and 10:**

- a. Describe briefly the purpose for which each SOI was used at the Facility. If there was more than one use, describe each use and the time period for each use;**

Response: This information is provided in the responses to Questions 5-14, above.

- b. Identify the supplier(s) of the SOIs and the time period during which they supplied the SOIs, and provide copies of all contracts, service orders, shipping manifests, invoices, receipts, canceled checks and other documents pertaining to the procurement of the SOI;**

Response: Delta does not have any information regarding suppliers of the hydraulic oils and leaded fuels described in response to Questions 5 and 10 with respect to the Facilities during the Relevant Time Period, nor does it have any documents responsive to this request.

- c. State whether the SOIs were delivered to the Facility in bulk or in closed containers, and describe any changes in the method of delivery over time;**

Response: Leaded fuels were delivered in bulk in tanker trucks and placed directly in the equipment or stored in above-ground or underground tanks prior to 1986. Aviation and automotive grade hydraulic oil is, and has historically, been delivered in either 1 quart or 55 gallon closed containers.

- d. Describe how, where, when, and by whom the containers used to store the SOIs (or in which the SOIs were purchased) were cleaned, removed from the Facility, and/or disposed of, and describe any changes in cleaning, removal, or disposal practices over time.**

Response: The information requested is not available for historical operations at the Facilities, including historical use of leaded fuels. Presently, all Facilities that generate used aviation and/or automobile grade hydraulic oil utilize a used oil recycler or waste disposal vendor contracted by Delta's Corporate Environmental Affairs Department. The vendor will either remove full 55 gallon drums of used aviation and/or automobile grade hydraulic oil or pump the used fluids from the 55 gallon drums into vendor owned collection trucks. Empty drums are left at the Facility and are reused in the collection process.

**16. For each SOI delivered to the Facilities in closed containers, describe the containers, including but not limited to:**

- a. the type of container (e.g. 55 gal. drum, tote, etc.);**  
**b. whether the containers were new or used; and**



- c. if the containers were used, a description of the prior use of the container.

Response: See response to Question 15(c). Any hydraulic fluid delivered to the Facilities would have arrived in new containers.

17. **For each container that Respondent used to store a SOI or in which SOIs were purchased (“Substance-Holding Containers” or “SHCs”) that was later removed from the Facility, provide a complete description of where the SHCs were sent and the circumstances under which the SHCs were removed from the Facility. Distinguish between the Relevant Time Period and the time period since 1988, and describe any changes in Respondent’s practices over time.**

Response: During the Relevant Time Period, SHCs were managed locally by each Facility, and information regarding management of SHCs at specific Facilities is unavailable. See responses above, for a description of SHCs used at the Facilities, and current management practices. From 1988 to present, empty 55 gallon drums are either re-used in the collection process or sent for recycling via local scrap metal vendors or contracted waste disposal vendors.

18. **For each SHC that was removed from the Facility, describe Respondent’s contracts, agreements, or other arrangements under which SHCs were removed from the Facility, and identify all parties to each contract, agreement, or other arrangement described. Distinguish between the Relevant Time Period and the time period since 1988.**

Response: During the Relevant Time Period, empty SHCs were managed locally by each Facility. Delta does not have any documentation regarding the agreements, contracts or arrangements under which SHCs, if any, were removed from each Facility. From 1988 to present, all Facilities utilize a used oil recycler or waste disposal vendor contracted by Delta’s Corporate Environmental Affairs Department for removal of SHCs. Empty SHCs are either re-used in the collection process or sent for recycling via local scrap metal vendors or contracted waste disposal vendors including but not limited to Safety Kleen, Clean Harbors, Zero Waste Systems, Rineco or Ashland Environmental. Current contracts are not relevant to the substance of this Request.

19. **For each SHC, provide a complete explanation regarding the ownership of the SHC prior to delivery, while onsite, and after it was removed from the Facility. Distinguish between the Relevant Time Period and the time period since 1988, and describe any changes in Respondent’s practices over time.**

Response: Prior to delivery, each SHC was the property of the manufacturer or supplier of the materials contained within the SHC. Upon delivery, the relevant Facility would take possession of each SHC. Should an SHC be sold or otherwise removed from a Facility, it is Delta’s standard practice that ownership of the SHC would transfer to the

party purchasing or receiving the SHC. This is the current process regarding ownership of SHCs, and appears to have been the process in place during the Relevant Time Period.

- 20. Identify all individuals who currently have, and those who have had, responsibility for procurement of Materials at the Facilities. Also provide each individual's job title, duties, dates performing those duties, current position or the date of the individual's resignation, and the nature of the information possessed by each individual concerning Respondent's procurement of Materials.**

Response: Historically, each Facility would have had a Stores department which was responsible for the procurement of all aircraft and ground service equipment parts and materials utilized during aircraft and equipment maintenance. Currently, local Stores representatives purchase materials via a computerized system set up and managed by Delta's Corporate Supply Chain organization. The following individuals had responsibility for procurement of Materials at the San Francisco Facility during the Relevant Time Period:

Don Dugan, General Foreman – Maintenance

Hire date: 5/13/1959

Retired: 9/1/1994

Mr. Dugan was responsible for insuring the appropriate volumes of materials were ordered for aircraft repair.

W. Dean Penka – Foreman – Maintenance & former Western Maintenance Foreman  
Former Western employee;

Start date with Delta: 4/1/1987

Retired from Delta: 1/1/1993

Mr. Penka's responsibilities included reviewing materials and supply stocks and placing orders as required for aircraft repair.

John Fenstermaker – Foreman - Stores

Hire Date: 11/12/1965

Retired: 12/1/1998

Mr. Fenstermaker's responsibilities revolved around the execution of orders to purchase materials and supplies related to aircraft repair.

The following individuals currently have responsibility for procurement of Materials at the Los Angeles and San Francisco Facilities. There are no Delta employees who have responsibility for procurement of Materials at the San Diego Facility because Delta contracts these responsibilities to outside vendors at this Facility.

Los Angeles Station:

Blake Ivey – GSE Maintenance – Hub Manager

John O'Connell – Line Maintenance Manager

Chez Stewart – Foreman – Stores

San Francisco Station:

Tim Harrison – Line Maintenance Manager

Nuuuli Brown – Lead Supply Attendant Stores

*Delta requests that the above individuals only be contacted through Christine H. Boucher, Esq. (tel. 404- 715-9921) or Connie Schultz (tel. 404-715-5215), Delta Air Lines, Inc., Department 981, P.O. Box 20574, Atlanta, GA 30320.*

- 21. Describe how each type of waste containing any SOIs was collected and stored at the Facilities prior to disposal/recycling/sale/transport, including:**

- a. the type of container in which each type of waste was places/stored;**

Response: During the Relevant Time Period, used aviation hydraulic fluid and automotive grade hydraulic fluid would have been removed from equipment and placed into 55 gallon drums.

- b. how frequently each type of waste was removed from the Facility; Distinguish between the Relevant Time Period and the time period since 1988, and describe any changes in Respondent's practices over time.**

Response: Delta does not have any information about the frequency of waste removal from the Facilities during the Relevant Time Period. From 1988 to present, Facilities collect used aviation hydraulic fluid and automotive grade hydraulic fluid in 55 gallon drums. The frequency with which waste is removed from the Facility depends upon the specific storage capacity of each Facility and current state/local waste disposal regulations.

- 22. Describe the containers used to remove each type of waste containing any SOIs from the Facilities, including but not limited to:**

- a. the type of container (e.g. 55 gal. drum, dumpster, etc.);**

Response: During the Relevant Time Period, waste containing SOIs was collected in 55 gallon drums. This practice remains the same for the time period since 1988.

- b. the colors of the containers;**

Response: Delta does not have any information responsive to this Request.

- c. any distinctive stripes or other markings on those containers;**

Response: Delta does not have any information responsive to this Request.

- d. any labels or writing on those containers (including the content of those labels);**

Response: During the Relevant Time Period, Delta's standard practice was to reuse the 55 gallon drums in which materials arrived, and cover the original manufacturer's labels with paint and identify the drum contents. Delta does not have any additional information on historical container description. Delta's current practice is to affix appropriate waste labels to each 55-gallon drum removed from a Facility.

**e. whether those containers were new or used; and**

Response: Delta's standard practice is to reuse 55 gallon drums in which materials arrived. Delta also uses new DOT compliant 55 gallon metal drums when used drums are not available.

**f. if those containers were used, a description of the prior use of the container;**

Response: Delta's standard practice is to reuse 55 gallon drums that previously held new materials. The drums would have originated in the producer's factory bearing manufacturer labels.

- 23. For each type of waste generated at the Facilities that contained any of the SOIs, describe Respondent's contracts, agreements, or other arrangements for its disposal, treatment, or recycling and identify all parties to each contract, agreement, or other arrangement described. State the ownership of waste containers as specified under each contract, agreement, or other arrangement described and the ultimate destination or use for such containers. Distinguish between the Relevant Time Period and the time period since 1988, and describe any changes in Respondent's practices over time.**

Response: See responses to Questions 18 & 19.

- 24. Identify all individuals who currently have, and those who have had, responsibility for Respondent's environmental matters (including responsibility for the disposal, treatment, storage, recycling, or sale of Respondent's wastes and SHCs). Provide the job title, duties, dates performing those duties, supervisors for those duties, current position or the date of the individual's resignation, and the nature of the information possessed by such individuals concerning Respondent's waste management.**

Response: The following individuals are currently or were formerly employed by Delta in the position of Station Manager, Hub Manager, Field Director, or Regional Director at the Los Angeles (LAX), San Diego (SAN) and San Francisco (SFO) stations and as such, were ultimately responsible for environmental matters, including the disposal, treatment, storage, recycling or sale of wastes and SHCs. Delta does not have personnel records prior to July 1993.

<b>Name</b>	<b>Station</b>	<b>Title &amp; Relevant Dates Served</b>	<b>Current Delta Status</b>
Henry Kuykendall	LAX	Hub Manager 12/01/2006 – 08/16/2008	Active - Director-Airport Svcs. (ATL)
Cammy Bezold	LAX	Field Director 03/16/2005 – 09/01/2008	Retired 1/1/09
Mary (Tess) Horkan	LAX	Regional Director – ACS 01/01/2001 – 08/01/2002  Field Director – ACS 08/01/2002 – 03/12/2005	Retired 1/1/06
Phillip Lee	LAX	Regional Director – ACS 07/01/1998 – 11/01/1999	Terminated effective 11/16/04
James Sarvis	LAX	Regional Director – ACS 10/01/1999 – 10/16/2000	Active - VP-ACS-INTL (ATG)
Joe Koda	LAX	Regional Director – ACS 01/16/1997 – 12/01/1997	Retired 1/1/01
Dave Wallace	LAX	Station Manager 11/1987 – 4/1988; Station Director 4/1988 - unknown  Director – 1A Station 05/16/1993 – 11/01/1994  Regional Director – ACS 1 Station 11/01/1994 – 02/16/1997	Retired 1/1/02
Dick Cassella	LAX	Station Manager – April 1988 - unknown	Unknown
James L. Landers	LAX	Station Manager – 1976	Retired 1/1/88
K. L. Shelton	LAX	Station Manager – May 1961 - unknown	Retired 3/1/76
Jeff Rasor	SAN	Station Manager 05/16/2006 - current	Active – Station Manager - SAN
Dave Maynard	SAN	Station Manager 07/01/2005 – 07/01/2006	Retired 7/1/06
Marc Cunningham	SAN	Station Manager 12/16/2001 – 04/01/2005	Active – Station Manager - PHX
Bill Myers	SAN	Station Manager 06/13/1996 – 04/16/1998	Retired 1/1/02
Rod Ozust	SAN	Station Manager 12/16/1992 – 06/01/1996	Retired 2/1/05
Paul Ziemer	SAN	Station Manager - dates unknown	Retired 4/1/83

Name	Station	Title & Relevant Dates Served	Current Delta Status
E. S. Ott	SAN	Station Manager – May 1961 - unknown	Retired 9/1/85
W. E. "Wes" Curtis	SFO	Station Manager – May 1961 - unknown	Retired 4/1/84
Jim Nelms	SFO	Station Manager 1978 - 1990	Retired 1/1/93
Klaus Gelinsky	SFO	Station Manager from 1989 - 1999	Retire 7/1/99
Jim Paul	SFO	Station Manager 10/16/1999 – 08/16/2003	Retired 02/01/05
Tony Klekas	SFO	Station Manager – 09/16/2003 – 12/16/2004	Active - Field Director - SLC
Bob Dastrup	SFO	Station Manager 02/16/2005 – 08/01/2007	Active - Corp Quality Audit (041/ATG)
Eva Cheong	SFO	Station Manager 08/01/2007 - current	Active – Station Manager - SFO

*Delta requests that the above individuals only be contacted through Christine H. Boucher, Esq. (tel. 404-715-9921) or Connie Schultz (tel. 404-715-5215), Delta Air Lines, Inc., Department 981, P.O. Box 20574, Atlanta, GA 30320.*

25. Did Respondent ever purchase drums or other containers from a drum recycler or drum reconditioner? If yes, identify the entities or individuals from which Respondent acquired such drums or containers.

Response: To Delta's knowledge, Delta has never purchased reconditioned or recycled drums at the Facilities.

26. Prior to 1988, did Respondent always keep its waste streams that contained SOIs separate from its other waste streams?

Response: Delta has no information on specific waste management practices at the Facilities prior to 1988.

27. Identify all removal and remedial actions conducted pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq., or comparable state law; all corrective actions conducted pursuant to the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq.; and all cleanups conducted pursuant to the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq. where (a) one of the COCs was addressed by the cleanup and (b) at which Respondent paid a portion of cleanup costs or performed work. Provide copies of

**all correspondence between Respondent and any federal or state government agency that (a) identifies a COC and (b) is related to one of the above-mentioned sites.**

Response: In 2001, Delta participated in the Settlement Agreement and Consent Decree between the members of the Bay Area Drum *Ad Hoc* PRP Group and the California Department of Toxic Substances Control for the BAD Site, located at 1212 Thomas Avenue, San Francisco, California.

- 28. Provide all records of communication between Respondent and Bay Area Drum Company, Inc.; Meyers Drum Company; A.W. Sorich Bucket and Drum Company; Waymire Drum Company, Inc.; Waymire Drum and Barrel Company, Inc.; Bedini Barrels Inc.; Bedini Steel Drum Corp.; Bedini Drum; or any other person or entity that owned or operated the facility located at 1212 Thomas Avenue, in the City and County of San Francisco, California.**

Response: Delta does not have any information responsive to this Request.

- 29. Identify the time periods regarding which Respondent does not have any records regarding the SOIs that were produced, purchased, used, or stored at the Facilities.**

Response: To the best of its knowledge, Delta did not have records regarding the information requested for any portion of the Relevant Time Period.

- 30. Provide copies of all documents containing information responsive to the previous twenty-nine questions and identify the questions to which each document is responsive.**

Response: In response to the above-referenced questions, relevant documents are attached.

Documents produced by Delta Air Lines, Inc. in response to  
Request No. 27

- Letter dated December 21, 1992 to Don Dugan from Department of Toxic Substances Control
- Tolling Agreement with State of California Environmental Protection Agency Department of Toxic Substances Control: In the Matter of: BAY AREA DRUM SITE signed December 28, 1998
- Letter dated January 5, 2001 from State of California Department of Justice to Nicholas W. van Aelstyn, Esq.
- Complaint for Recovery of Response Costs filed in U.S. District Court Northern District of California on December 27, 2000
- Settlement Agreement and Consent Decree between the members of the Bay Area Drum *Ad Hoc* PRP Group and the California Department of Toxic Substances Control
- Final approved Settlement Agreement and Consent Decree between the members of the Bay Area Drum *Ad Hoc* PRP Group and the California Department of Toxic Substances Control



## DEPARTMENT OF TOXIC SUBSTANCES CONTROL

REGION 2

December 21, 1992

700 HEINZ AVE., SUITE 200  
BERKELEY, CA 94710-2737

Don Dugan, General Foreman of Maintenance  
Delta Airlines, Inc.  
P.O. Box 8487  
International Airport San Francisco  
San Francisco, California 94128

Dear Mr. Dugan:

The California Environmental Protection Agency, Department of Toxic Substances Control (Department) has determined that the Bay Area Drum site, located at 1212 Thomas Avenue in San Francisco, California, has a groundwater contamination problem. Drum recycling and reconditioning activities were undertaken by several companies at the site from 1948 through 1987.

This letter is to request information regarding Delta Airlines, Inc. past practices and business relationship with companies that operated at the Bay Area Drum (BAD) site including: Bedini Steel Drum, San Francisco Steel Drum, Myers Drum, Waymire Drum, and Bay Area Drum Company. We are requesting information from companies who did business with any of the site operators who operated at the BAD site. Information obtained as a result of the Department's investigation indicates your company sent drums to the BAD site for reconditioning and/or disposal. Consequently, the Department has identified Western Chemical as a Potentially Responsible Party (PRP) as defined in Section 25323.5(a). Pursuant to the authority of Health and Safety Code (H&SC) Sections 25185.6, and 25358.3, the Department requests that you provide all information currently known or available to you, as requested below, within 30 calendar days of this letter. Please provide an original and one copy to:

Monica Gan  
Department of Toxic Substances Control  
700 Heinz Avenue, Suite 200  
Berkeley, California 94710-2737

1. The approximate number of drum contained shipped to the BAD site between 1948 and 1987.
2. The nature of the substances contained in the drums, including chemical composition and concentration.
3. The type and capacity of each drum.
4. The disposition of subject drums after the substances were used.

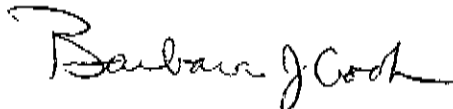
Mr. Don Dugan  
December 21, 1992  
Page Two

5. The residual level in each drum after they were shipped off-site.
6. Methods used to determine the residual levels in each drum.
7. Purpose of drums sent to the site, i.e., drum reconditioning, sales or disposal.

Compliance with the information request set forth is mandatory, pursuant to Sections 25185.6, 25358.1 and 25358.3 of the California Health and Safety Code. Failure to respond fully and truthfully to the information request may result in enforcement action by the Department, subject to the penalties allowed under Sections 25189, 25189.2 25191 and 25367 of the Health and Safety Code. The penalty provide is up to \$25,000 for each violation and up to \$25,000 per day for each day that the violation continues. Please be further advised that provision of false, fictitious or fraudulent statements or representatives may subject you to criminal penalties.

Thank you for your cooperation in this matter. If you have any questions relating to this request, please contact Susan Bertken, Senior Staff Attorney at (408) 429-0113 or Monica Gan, Analyst at (510) 540-3767.

Sincerely,



Barbara J. Cook, P.E.  
Branch Chief  
Site Mitigation Branch

cc: Ms. Susan Bertken  
Senior Staff Attorney  
Toxics Legal Office  
Department of Toxic Substances Control  
P.O. Box 806  
Sacramento, California 95812-0806

POTENTIALLY RESPONSIBLE PARTIES

Mr. Karen Gunderson, Manager  
Environmental Compliance Division  
Aerojet  
Dept. 5760, Bldg. 2001  
P.O. Box 13222  
Sacramento, CA 95813-6000

Mr. David P. Cooke  
Law Department  
Allied Signal, Inc.  
101 Columbia Road  
Morristown, NJ 07962

William S. Hood, Jr., Esq.  
Senior Attorney  
Ashland Chemical  
5200 Blazer Parkway  
Dublin, OH 43017

Mr. Zoyd Luce, Manager  
Systems Safety Department  
Bay Area Rapid Transit  
1330 Broadway  
P.O. Box 12688  
Oakland, CA 94604-2688

Mr. Thomas R. Miller  
Plant Manager  
Bytech Chemical Corporation  
1905 Dennison  
Oakland, CA 94606

Ms. Kim Schneider  
California Solvent Recycling Corporation  
P.O. Box 50728  
Palo Alto, CA 94303

David H. Cannon  
(no address)

Mr. William D. Mulliken  
Vice President, General Counsel  
Chemcentral Corporation  
7050 W. 71st Street  
Bedford, IL 60638

Mr. Carl Crisp  
Chevron Chemical Company  
Building T, Room 2064  
6001 Bollinger Canyon Road  
San Ramon, CA 94583-0947

PRP List

Page 2

Mr. Ned Kisher, President  
Danacolors, Inc.  
1930 Fairway Drive  
San Leandro, CA 94577

J.W. Eggenberger, Director  
Disposal Management & Environmental Protection  
Defense Logistics Agency  
DRMS  
74 North Washington  
Battle Creek, MI 49017

\* Don Dugan, General Foreman of Maintenance  
Delta Airlines, Inc.  
P.O. Box 8487  
International Airport San Francisco  
San Francisco, CA 94128

Mr. David Dansord, Manager  
Environmental Services  
Diamond Shamrock  
9830 Colonnade Boulevard  
San Antonio, TX 78230

Paul E. Grubs, President  
Dorsett & Jackson, Inc.  
3800 Noakes Street  
Los Angeles, CA 90023-7180

Mr. Scott Anderson  
Dow Chemical  
North End Loveridge Road  
Pittsburg, CA 94565

Mr. John Keiter, Esq.  
Senior Counsel  
Legal Department (D-7012-1)  
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1007 Market Street  
Wilmington, DE 19898

Mr. Gordon Pioch  
Environmental Manager  
Eureka Chemical  
234 Lawrence Avenue  
So. San Francisco, CA 94080

Todd Royer, Environmental Manager  
Exxon Refinery  
3400 East 2nd Street  
Benicia, CA 94510

Mr. Freud F. Farley

## Privacy Act

Mr. Jeff Troyiano  
Principal Facility Environmental Engineer  
Station Source Environmental Control Office  
Ford Motor Company  
Commerce Park North  
15201 Century Drive, Suite 608  
Deerborn, MI 48120

Marcus Kendrix  
General Printing Ink  
Division of Sun Chemical Corporation  
1599 Factor Avenue  
San Leandro, CA 94577

Mr. Bruce Cohen  
Plant Manager  
The Laiden Company  
1000 - 16th Street  
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Mr. Lee Zimmerli  
Great Western Chemical  
808 Southwest 15th Avenue  
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Jack Hamilton

## Privacy Act

Melvin E. Nielson  
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2200 Mission College Boulevard  
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PRP List  
Page 4

Andy Gonzales  
Environmental Coordinator  
International Paper  
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38083 Cherry Street  
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Mr. Terrence Andrews  
Interstate Oil Company  
8221 Alpine Avenue  
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Mr. Pat McDonald  
Vice President  
Auditing and Loss Prevention  
Kelly Moore  
987 Commercial Street  
San Carlos, CA 94070

Mr. Ray Takata, President  
KLIX Chemicals  
551 Railroad Avenue  
South San Francisco, CA 94080

Mr. Karl C. Kluck

## Privacy Act

Terry S. Casey, Director  
Environmental Health & Safety Affairs  
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3000 North San Houston Parkway East  
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Mr. David McGraw, Director  
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Mr. Keith Gilbert  
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Mr. Norm Kordsmeier, Director  
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PRP List  
Page 5

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Director of Real Estate & Construction  
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P.O. Box 1090  
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Ms. Patti Houle  
Environmental Manager  
O'Brien Corporation  
(formerly Fuller O'Brien)  
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PRP List  
Page 6

Dan Cook, Environmental Manager  
Olympian Oil Company  
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Mr. Robert Towles  
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Owens-Illinois, Inc.  
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Mr. Victor Furtado  
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Mr. Thomas J. Wilson, President  
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Mr. Anthony B. Cavender, Esq.  
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Redding Petroleum  
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Mike Gilbert  
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Reynolds Metals Company  
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Ms. Kathy Haddock  
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Rohm & Haas California, Inc.  
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Mr. H.M. Schneider  
Romic Chemical Corporation  
2081 Bay Road  
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Ed Nisler  
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Mr. Timothy Simpson  
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(formerly Organic Coatings)  
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Shell Oil Company  
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Mr. Paul Duff  
Director of Environmental Affairs  
Spencer Kellogg  
Division of Textron, Inc.  
40 Westminster  
Providence, Rhode Island 02903

Chairman Robert Pecora  
Department of Chemistry  
Stanford University  
121 Mudd Building  
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PRP List  
Page 8

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Ms. Mary Clifford  
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Palo Alto, CA 94303

Mr. Conrad Hopkins  
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6475 Sierra Lane  
Dublin, CA 94568

Ed Lynam, Director  
Support Services  
Teledyne McCormick Selph  
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Hollister, CA 95024-006

Bill Blancett, Supervisor of Stores  
TWA  
P.O. Box 280008  
International Airport San Francisco  
San Francisco, CA 94128

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U.C. Environmental Health & Safety  
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Mr. John D. Nicholson, Esq.  
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600 Metcalf Road  
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Assistant Counsel  
Unocal Corporation  
(formerly Amsco)  
1201 West 5th Street  
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PRP List  
Page 9

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U.S. Cellulose  
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Mr. James W. Bernard  
Van Waters & Rogers, Inc.  
801 Second Avenue  
Seattle, Washington 98104-1564

Mr. Edward Waymire, President  
Waymire Drum Co., Inc.  
7702 Maie Avenue  
Los Angeles, CA 90001

Mr. Len Devoto  
Western Chemical  
1315 Marsten  
Burlingame, CA 94010

Mr. Joseph Daley  
V.P. in Charge  
Manufacturing and Engineering  
Witco Chemical  
P.O. Box 310  
Hahnville, LA 70057

Mr. Andy Aberdale  
W.R. Grace  
2140 Lewis Street  
San Leandro, CA 94577

David Carey  
W.R. Meadows  
865 Teal Drive  
Benicia, CA 94510

Larry Baczeski  
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1990 Bay Road  
East Palo Alto, CA 94303

Thomas Vandembosch  
Plant Manager  
Zoecon Corporation  
975 California Avenue  
Palo Alto, CA 94303

**STATE OF CALIFORNIA  
ENVIRONMENTAL PROTECTION AGENCY  
DEPARTMENT OF TOXIC SUBSTANCES CONTROL**

**In the Matter of:**

**BAY AREA DRUM SITE**

**1212 Thomas Avenue  
San Francisco, California**

**Respondents:**

**AEROJET-GENERAL CORPORATION;  
ALLIED-SIGNAL, INC.;  
ASHLAND CHEMICAL, INC.;  
CHEMCENTRAL CORPORATION;  
CHEVRON U.S.A., INC.;  
COURTAULDS COATINGS, INC.  
(for INTERNATIONAL PAINT COMPANY);  
DELTA AIR LINES, INC.;  
DORSETT & JACKSON, INC.;  
THE DOW CHEMICAL COMPANY;  
E.I. DuPONT de NEMOURS & CO., INC.;  
EUREKA CHEMICAL COMPANY;  
EUREKA FLUID WORKS;  
FORD MOTOR COMPANY;  
GENERAL MOTORS CORPORATION;  
GREAT WESTERN CHEMICAL COMPANY;  
HEWLETT-PACKARD COMPANY;  
INTER-STATE OIL COMPANY;  
INGERSOLL-RAND COMPANY  
(for SCHLAGE LOCK COMPANY);  
INTEL CORPORATION;  
INTERNATIONAL PAPER COMPANY  
(for STECHER-TRAUNG-SCHMIDT);  
KAISER ALUMINUM & CHEMICAL CORPORATION;  
LITTON ELECTRON DEVICES  
(a division of LITTON SYSTEMS, INC.);  
LOCKHEED MARTIN CORPORATION  
(successor to LOCKHEED MISSILES &  
SPACE CO., INC.);  
McKESSON CORPORATION;  
MONSANTO COMPANY;  
NI INDUSTRIES, INC.;  
NL INDUSTRIES, INC.;  
THE O'BRIEN CORPORATION  
(for FULLER-O'BRIEN PAINTS);  
OCCIDENTAL CHEMICAL CORPORATION  
(successor to DIAMOND SHAMROCK CHEMICAL  
COMPANY; by CHEMICAL LAND  
HOLDINGS, INC.);  
OLYMPIAN OIL COMPANY;  
OWENS-ILLINOIS, INC.;  
PACIFIC GAS & ELECTRIC COMPANY;**

**TOLLING AGREEMENT**

1 PENNZOIL COMPANY;  
2 PUREGRO COMPANY;  
3 QUAKER STATE CORPORATION;  
4 RAYCHEM CORPORATION;  
5 REDWOOD OIL COMPANY;  
6 REICHOLD CHEMICALS, INC.;  
7 REYNOLDS METALS COMPANY;  
8 R. J. McGLENNON COMPANY, INC.;  
9 ROCHESTER MIDLAND CORPORATION  
10 (for BYTECH CHEMICAL CORPORATION);  
11 ROHM & HAAS COMPANY;  
12 ROMIC ENVIRONMENTAL TECHNOLOGIES  
13 CORPORATION  
14 (successor to ROMIC CHEMICAL CORPORATION);  
15 SANDOZ AGRO, INC.  
16 (for ZOECON CORPORATION);  
17 SAN FRANCISCO BAY AREA RAPID  
18 TRANSIT DISTRICT;  
19 SEQUA CORPORATION  
20 (for GENERAL PRINTING INK,  
21 a division of SUN CHEMICAL);  
22 SHELL OIL COMPANY;  
23 SIMPSON COATINGS GROUP, INC.;  
24 STANFORD UNIVERSITY;  
25 THE STERO COMPANY;  
26 SYNERGY PRODUCTION GROUP, INC.  
27 (dba HALEY JANITORIAL SUPPLY CO., INC. and  
28 WESTERN CHEMICAL COMPANY);  
SYNTEX (U.S.A.), INC.;  
TAP PLASTICS, INC.;  
TELEDYNE RYAN AERONAUTICAL,  
McCORMICK SELPH ORDNANCE UNIT  
(for TELEDYNE McCORMICK SELPH);  
TEXTRON, INC.;  
UNITED AIR LINES, INC.;  
UNITED STATES DEFENSE REUTILIZATION  
& MARKETING SERVICE;  
UNITED TECHNOLOGIES CORPORATION;  
UNIVERSITY OF CALIFORNIA;  
VAN WATERS & ROGERS, INC.;  
W.R. GRACE & COMPANY, INC.; and  
W.R. MEADOWS, INC.

23  
24 The State of California Department of Toxic Substances Control (the  
25 "Department") enters into this Tolling Agreement with each of the following parties:

26 AEROJET-GENERAL CORPORATION;  
27 ALLIED-SIGNAL, INC.;  
28 ASHLAND CHEMICAL, INC.;  
CHEMCENTRAL CORPORATION;

1 CHEVRON U.S.A., INC.;  
2 COURTAULDS COATINGS, INC.  
3 (for INTERNATIONAL PAINT COMPANY);  
4 DELTA AIR LINES, INC.;  
5 DORSETT & JACKSON, INC.;  
6 THE DOW CHEMICAL COMPANY;  
7 E.I. DuPONT de NEMOURS & CO., INC.;  
8 EUREKA CHEMICAL COMPANY;  
9 EUREKA FLUID WORKS;  
10 FORD MOTOR COMPANY;  
11 GENERAL MOTORS CORPORATION;  
12 GREAT WESTERN CHEMICAL COMPANY;  
13 HEWLETT-PACKARD COMPANY;  
14 INTER-STATE OIL COMPANY;  
15 INGERSOLL-RAND COMPANY  
16 (for SCHLAGE LOCK COMPANY);  
17 INTEL CORPORATION;  
18 INTERNATIONAL PAPER COMPANY  
19 (for STECHER-TRAUNG-SCHMIDT);  
20 KAISER ALUMINUM & CHEMICAL CORPORATION;  
21 LITTON ELECTRON DEVICES  
22 (a division of LITTON SYSTEMS, INC.);  
23 LOCKHEED MARTIN CORPORATION  
24 (successor to LOCKHEED MISSILES &  
25 SPACE CO., INC.);  
26 McKESSON CORPORATION;  
27 MONSANTO COMPANY;  
28 NI INDUSTRIES, INC.;  
NL INDUSTRIES, INC.;  
THE O'BRIEN CORPORATION  
(for FULLER-O'BRIEN PAINTS);  
OCCIDENTAL CHEMICAL CORPORATION  
(successor to DIAMOND SHAMROCK CHEMICAL COMPANY;  
by CHEMICAL LAND HOLDINGS, INC.);  
OLYMPIAN OIL COMPANY;  
OWENS-ILLINOIS, INC.;  
PACIFIC GAS & ELECTRIC COMPANY;  
PENNZOIL COMPANY;  
PUREGRO COMPANY;  
QUAKER STATE CORPORATION;  
RAYCHEM CORPORATION;  
REDWOOD OIL COMPANY;  
REICHOLD CHEMICALS, INC.;  
REYNOLDS METALS COMPANY;

1 R. J. McGLENNON COMPANY, INC.;  
2 ROCHESTER MIDLAND CORPORATION  
3 (for BYTECH CHEMICAL CORPORATION);  
4 ROHM & HAAS COMPANY;  
5 ROMIC ENVIRONMENTAL TECHNOLOGIES  
6 CORPORATION  
7 (successor to ROMIC CHEMICAL CORPORATION);  
8 SANDOZ AGRO, INC.  
9 (for ZOECON CORPORATION);  
10 SAN FRANCISCO BAY AREA RAPID  
11 TRANSIT DISTRICT;  
12 SEQUA CORPORATION  
13 (for GENERAL PRINTING INK,  
14 a division of SUN CHEMICAL);  
15 SHELL OIL COMPANY;  
16 SIMPSON COATINGS GROUP, INC.;  
17 STANFORD UNIVERSITY;  
18 THE STERO COMPANY;  
19 SYNERGY PRODUCTION GROUP, INC.  
20 (dba HALEY JANITORIAL SUPPLY CO., INC. and  
21 WESTERN CHEMICAL COMPANY);  
22 SYNTEX (U.S.A.), INC.;  
23 TAP PLASTICS, INC.;  
24 TELEDYNE RYAN AERONAUTICAL,  
25 McCORMICK SELPH ORDNANCE UNIT  
26 (for TELEDYNE McCORMICK SELPH);  
27 TEXTRON, INC.;  
28 UNITED AIR LINES, INC.;  
UNITED STATES DEFENSE REUTILIZATION  
& MARKETING SERVICE;  
UNITED TECHNOLOGIES CORPORATION;  
UNIVERSITY OF CALIFORNIA;  
VAN WATERS & ROGERS, INC.;  
W.R. GRACE & COMPANY, INC.; and  
W.R. MEADOWS, INC.

Each of the above-listed parties is referred to herein as a "Respondent," and the above-listed parties are referred to herein collectively as "Respondents." This Tolling Agreement concerns only the Department's claims for unreimbursed costs incurred and to be incurred in response to the release and threatened release of hazardous substances at and from the

1 Bay Area Drum State Superfund Site located at 1212 Thomas Avenue, San Francisco,  
2 California (the "Site").

3 The Department contends that it now has or may have a cause or causes of  
4 action against each Respondent pursuant to sections 107 and 113 of the Comprehensive  
5 Environmental Response, Compensation, and Liability Act of 1980 ("CERCLA"), as  
6 amended, 42 U.S.C. sections 9607 and 9613, regarding the Department's incurrence of  
7 costs, in the past and in the future, in response to the release and threatened release of  
8 hazardous substances at and from the Site.

9 The Department and each Respondent agree that any statute of limitations period  
10 applicable to the Department's claims for the unreimbursed costs it allegedly has incurred, and  
11 may incur in the future, in response to the release and threatened release of hazardous  
12 substances at and/or from the Site, asserted under CERCLA, the California Hazardous  
13 Substances Account Act, California Health and Safety Code sections 25300 et seq., or any other  
14 applicable federal or state statute or common law cause of action, is tolled from and including  
15 June 22, 1993 until and including December 31, 2000. This Agreement is not intended to revive  
16 claims of any kind as to which the statute of limitations period may have expired prior to June  
17 22, 1993.

18 By entering into this Tolling Agreement, each Respondent makes no admission of  
19 liability nor does any Respondent admit or acknowledge any causal or other relationship  
20 between any of its activities, past or present, and any conditions at or around the Site, nor does  
21 any Respondent admit or acknowledge any legal responsibility for any such conditions. By  
22 entering into this Tolling Agreement, no Respondent waives any right, claim, remedy, cause of  
23 action or defense in this or any other proceeding, except as explicitly stated in this Tolling  
24 Agreement.

25 Each of the undersigned representatives of the Department and of each  
26 Respondent certifies that he or she is fully authorized to enter into the terms and conditions of  
27 this Agreement, and to execute and bind such party to this Agreement.

28 Any amendment to or waiver of this Agreement must be in writing.




1 This Agreement constitutes the entire understanding of the parties concerning the  
2 matters addressed.

3 This Agreement may be executed in multiple counter-parts, each of which shall  
4 be deemed an original, all of which when taken together shall constitute an integrated  
5 agreement.

6 FOR THE STATE OF CALIFORNIA DEPARTMENT  
7 OF TOXIC SUBSTANCES CONTROL:

8 DANIEL E. LUNGREN  
9 Attorney General of the  
10 State of California

11  
12 Dated: 12-28-98

13   
14 KEVIN JAMES  
15 Deputy Attorney General  
16 ~~2101 Webster Street~~ 1515 Clay St. *KJ*  
17 Oakland, CA 94612  
18 Telephone: (510) ~~286-4123~~ 622-2201 *KJ*

19 Attorneys for the State of California, Department  
20 of Toxic Substances Control  
21  
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Dated: \_\_\_\_\_

Aerojet-General Corporation

By: Jose N. Uranga

Title: Assistant Secretary

Dated: \_\_\_\_\_

Allied-Signal, Inc.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Ashland Chemical, Inc.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

ChemCentral Corporation

By: \_\_\_\_\_

Title: \_\_\_\_\_

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Dated: \_\_\_\_\_

Aerojet-General Corporation

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: 9-28-98

Allied-Signal, Inc.

By: *J. Hallman*

Title: *Asst. General Counsel*

Dated: \_\_\_\_\_

Ashland Chemical, Inc.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

ChemCentral Corporation

By: \_\_\_\_\_

Title: \_\_\_\_\_

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Dated: \_\_\_\_\_

Aerojet-General Corporation

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Allied-Signal, Inc.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: October 20, 1998

Ashland ~~Chemical~~, Inc.

By: Sam Leumakus

Title: Senior Litigation Counsel

Dated: \_\_\_\_\_

ChemCentral Corporation

By: \_\_\_\_\_

Title: \_\_\_\_\_

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Dated: \_\_\_\_\_

Aerojet-General Corporation

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Allied-Signal, Inc.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Ashland Chemical, Inc.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: 9/28/98

ChemCentral Corporation

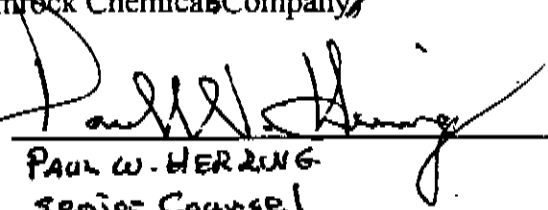
By: H. J. Penney

Title: Attorney

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Dated: 9/25/98

~~Chemical Land Holdings, Inc. (for Occidental Chemical Corporation, successor to Diamond Shamrock Chemicals Company)~~

By:   
PAUL W. HERZING  
senior Counsel

Title: Chemical Land Holdings, Inc.  
defending on behalf of  
Occidental

Dated: \_\_\_\_\_

Chevron U.S.A., Inc.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Courtaulds Coatings, Inc. (for International Paint Company)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Delta Air Lines, Inc.

By: \_\_\_\_\_

Title: \_\_\_\_\_

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Dated: \_\_\_\_\_

Chemical Land Holdings, Inc. (for Occidental  
Chemical Corporation, successor to Diamond  
Shamrock Chemical Company)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: October 13, 1998

Chevron U.S.A., Inc.

By: Michael J. Stender

Title: Attorney

Dated: \_\_\_\_\_

Courtaulds Coatings, Inc. (for International Paint  
Company)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Delta Air Lines, Inc.

By: \_\_\_\_\_

Title: \_\_\_\_\_

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Dated: \_\_\_\_\_

Chemical Land Holdings, Inc. (for Occidental  
Chemical Corporation, successor to Diamond  
Shamrock Chemical Company)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

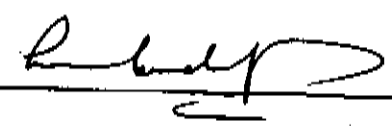
Chevron U.S.A., Inc.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Courtaulds Coatings, Inc. (for International Paint  
Company)

By:  \_\_\_\_\_

Title: *V. P. & Chief Financial Officer* \_\_\_\_\_

Dated: \_\_\_\_\_

Delta Air Lines, Inc.

By: \_\_\_\_\_

Title: \_\_\_\_\_



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Dated: \_\_\_\_\_

Chemical Land Holdings, Inc. (for Occidental  
Chemical Corporation, successor to Diamond  
Shamrock Chemical Company)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Chevron U.S.A., Inc.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Courtaulds Coatings, Inc. (for International Paint  
Company)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: October 5, 1998

Delta Air Lines, Inc.

By: Wayne E. Rouse

Title: General Attorney

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Dorsett & Jackson, Inc.

By: Rome E. Johnson

Title: Vice President

The Dow Chemical Company

By: \_\_\_\_\_

Title: \_\_\_\_\_

E.I. DuPont de Nemours & Company, Inc.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Eureka Chemical Company

By: \_\_\_\_\_

Title: \_\_\_\_\_

1 Dated: \_\_\_\_\_

Dorsett & Jackson, Inc.

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By: \_\_\_\_\_

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Title: \_\_\_\_\_

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8 Dated: 8 October 1998

The Dow Chemical Company

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By: Brent H. Chandler

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Title: Regional Counsel

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15 Dated: \_\_\_\_\_

E.I. DuPont de Nemours & Company, Inc.

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By: \_\_\_\_\_

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Title: \_\_\_\_\_

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22 Dated: \_\_\_\_\_

Eureka Chemical Company

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By: \_\_\_\_\_

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Title: \_\_\_\_\_

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Dated: \_\_\_\_\_

Dorsett & Jackson, Inc.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

The Dow Chemical Company

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: 12-7-98

E.I. DuPont de Nemours & Company, Inc.

By: Barbara Meitner

Title: As. Counsel

Dated: \_\_\_\_\_

Eureka Chemical Company

By: \_\_\_\_\_

Title: \_\_\_\_\_

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Dated: \_\_\_\_\_

Dorsert & Jackson, Inc.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

The Dow Chemical Company

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_


E.I. DuPont de Nemours & Company, Inc.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: 9-25-64

Eureka Chemical Company

By: 

Title: attn: J. M. Smith

1 Dated: \_\_\_\_\_

Eureka Fluid Works

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By: \_\_\_\_\_

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Title: \_\_\_\_\_

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Dated: 11-30-98

Ford Motor Company

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By: Kathleen D. Hojel

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Title: Counsel

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Dated: \_\_\_\_\_

General Motors Corporation

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By: \_\_\_\_\_

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Title: \_\_\_\_\_

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Dated: \_\_\_\_\_

Great Western Chemical Company

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By: \_\_\_\_\_

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Dated: \_\_\_\_\_

Eureka Fluid Works

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Ford Motor Company

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: NOVEMBER 18, 1998

General Motors Corporation

By: Don A. Schiemann

Title: ATTORNEY

Dated: \_\_\_\_\_

Great Western Chemical Company

By: \_\_\_\_\_

Title: \_\_\_\_\_

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Dated: \_\_\_\_\_

Eureka Fluid Works

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Ford Motor Company

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

General Motors Corporation

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: September 23, 1998

Great Western Chemical Company

By: DA Wier

Title: Secretary



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Dated: 12/15/10

Hewlett-Packard Company

By: 

Title: Environmental Program Manager

Dated: \_\_\_\_\_

Inter-State Oil Company

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Ingersoll-Rand Company (for Schlage Lock Company)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Intel Corporation

By: \_\_\_\_\_

Title: \_\_\_\_\_

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Dated: \_\_\_\_\_

Hewlett-Packard Company

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: 12/2/98

Inter-State Oil Company

By: *Ernest M. Andrews*

Title: *President*

Dated: \_\_\_\_\_

Ingersoll-Rand Company (for Schlage Lock Company)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Intel Corporation

By: \_\_\_\_\_

Title: \_\_\_\_\_

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Dated: \_\_\_\_\_

Hewlett-Packard Company

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Inter-State Oil Company

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: October 7, 1998

Ingersoll-Rand Company (for Schlage Lock Company)

By: Pat Northey

Title: General Counsel

Dated: \_\_\_\_\_

Intel Corporation

By: \_\_\_\_\_

Title: \_\_\_\_\_

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Dated: \_\_\_\_\_

Hewlett-Packard Company

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Inter-State Oil Company

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Ingersoll-Rand Company (for Schlage Lock Company)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Intel Corporation

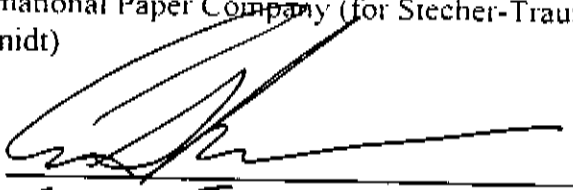
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1985  
By: W.F. Shepard

Title: DIRECTOR

1 Dated: October 5, 1998

International Paper Company (for Stecher-Traung-Schmidt)

By:   
Eric G. Johannessen

Title: Counsel - Environment, Health & Safety

8 Dated: \_\_\_\_\_

Kaiser Aluminum & Chemical Corporation

By: \_\_\_\_\_

Title: \_\_\_\_\_

14 Dated: \_\_\_\_\_

Litton Electron Devices (a division of Litton Systems, Inc.)

By: \_\_\_\_\_

Title: \_\_\_\_\_

21 Dated: \_\_\_\_\_

Lockheed Martin Corporation (successor to Lockheed Missiles & Space Company, Inc.)

By: \_\_\_\_\_

Title: \_\_\_\_\_

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Dated: \_\_\_\_\_

International Paper Company (for Stecher-Traung-Schmidt)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: Sept. 21, 1998

Kaiser Aluminum & Chemical Corporation

By: Charles B. Brown  
Charles B. Brown

Title: Associate General Counsel

Dated: \_\_\_\_\_

Litton Electron Devices (a division of Litton Systems, Inc.)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Lockheed Martin Corporation (successor to Lockheed Missiles & Space Company, Inc.)

By: \_\_\_\_\_

Title: \_\_\_\_\_

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Dated: \_\_\_\_\_

International Paper Company (for Stecher-Traung-Schmidt)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Kaiser Aluminum & Chemical Corporation

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: 6 OCTOBER 1998

Litton Electron Devices (a division of Litton Systems, Inc.)

By: James J. Finken

Title: PRESIDENT

Dated: \_\_\_\_\_

Lockheed Martin Corporation (successor to Lockheed Missiles & Space Company, Inc.)

By: \_\_\_\_\_

Title: \_\_\_\_\_

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Dated: \_\_\_\_\_

International Paper Company (for Stecher-Traung-Schmidt)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Kaiser Aluminum & Chemical Corporation

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

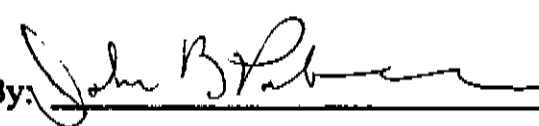
Litton Electron Devices (a division of Litton Systems, Inc.)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: November 23, 1998

Lockheed Martin Corporation (successor to Lockheed Missiles & Space Company, Inc.)

By:  \_\_\_\_\_

Title: Division Counsel



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Dated: November 25, 1998

McKesson Corporation

By: Carole P. Ungersky

Title: Senior Counsel

Dated: \_\_\_\_\_

Monsanto Company

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

NI Industries, Inc.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

NL Industries, Inc.

By: \_\_\_\_\_

Title: \_\_\_\_\_

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Dated: \_\_\_\_\_

McKesson Corporation

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Monsanto Company

By: Solutia Inc.

*ATTORNEY-IN-FACT*

By: Brent J. Selkowitz

Title: Assistant General Counsel  
Solutia Inc.

Dated: \_\_\_\_\_

NI Industries, Inc.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

NL Industries, Inc.

By: \_\_\_\_\_

Title: \_\_\_\_\_

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Dated: \_\_\_\_\_

McKesson Corporation

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Monsanto Company

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: 12/1/98

NI Industries, Inc.

By: David J. Hirsch

Title: Vice President

Dated: \_\_\_\_\_

NL Industries, Inc.

By: \_\_\_\_\_

Title: \_\_\_\_\_

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McKesson Corporation

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By: \_\_\_\_\_

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Title: \_\_\_\_\_

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Dated: \_\_\_\_\_

Monsanto Company

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By: \_\_\_\_\_

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Dated: \_\_\_\_\_

NI Industries, Inc.

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By: \_\_\_\_\_

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Title: \_\_\_\_\_

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Dated: 12-16-98

NL Industries, Inc.

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By: *Norman A. Harte*

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Title: *owner*

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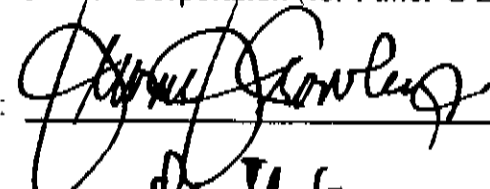
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Dated: 9/29/98

The O'Brien Corporation (for Fuller-O'Brien Paints)

By:   
Title: President

Dated: \_\_\_\_\_

Olympian Oil Company

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Owens-Illinois, Inc.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Pacific Gas & Electric Company

By: \_\_\_\_\_

Title: \_\_\_\_\_

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Dated: \_\_\_\_\_

The O'Brien Corporation (for Fuller-O'Brien Paints)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Olympian Oil Company

By:  \_\_\_\_\_

Title:  \_\_\_\_\_

Dated: \_\_\_\_\_

Owens-Illinois, Inc.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Pacific Gas & Electric Company

By: \_\_\_\_\_

Title: \_\_\_\_\_

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Dated: \_\_\_\_\_

The O'Brien Corporation (for Fuller-O'Brien Paints)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Olympian Oil Company

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: October 19, 1998

Owens-Illinois, Inc.

By: Anwar S. Sheikh

Title: Nirav D. Parkh, Legal Counsel

Dated: \_\_\_\_\_

Pacific Gas & Electric Company

By: \_\_\_\_\_

Title: \_\_\_\_\_

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Dated: \_\_\_\_\_

The O'Brien Corporation (for Fuller-O'Brien Paints)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Olympian Oil Company

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

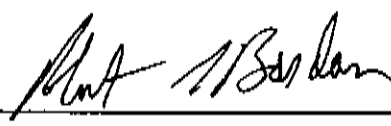
Owens-Illinois, Inc.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Pacific Gas & Electric Company

By: 

Title: \_\_\_\_\_



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Dated: 14 Oct 1998

Pennzoil Company

By: Charles B. Amundson

Title: Senior Attorney,  
Pennzoil Company

Dated: \_\_\_\_\_

PureGro Company

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Quaker State Corporation

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Raychem Corporation

By: \_\_\_\_\_

Title: \_\_\_\_\_

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Dated: \_\_\_\_\_

Pennzoil Company

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: 28 Sept 98

PureGro Company

By: J. D. Pearson

Title: Asst. Secretary

Dated: \_\_\_\_\_

Quaker State Corporation

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Raychem Corporation

By: \_\_\_\_\_

Title: \_\_\_\_\_

1 Dated: \_\_\_\_\_ Pennzoil Company  
2  
3 By: \_\_\_\_\_  
4  
5 Title: \_\_\_\_\_  
6  
7 Dated: \_\_\_\_\_ PureGro Company  
8  
9 By: \_\_\_\_\_  
10  
11 Title: \_\_\_\_\_  
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13  
14 Dated: 12/7/98 Quaker State Corporation  
15  
16 By: L. Elizabeth Hill  
17  
18 Title: V.P. Environmental /  
19 Government affairs  
20 Dated: \_\_\_\_\_ Raychem Corporation  
21  
22 By: \_\_\_\_\_  
23  
24 Title: \_\_\_\_\_  
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1 Dated: \_\_\_\_\_

Pennzoil Company

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By: \_\_\_\_\_

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Title: \_\_\_\_\_

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8 Dated: \_\_\_\_\_

PureGro Company

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By: \_\_\_\_\_

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Title: \_\_\_\_\_

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15 Dated: \_\_\_\_\_

Quaker State Corporation

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By: \_\_\_\_\_

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Title: \_\_\_\_\_

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21 Dated: 22 Oct 98

Raychem Corporation

22

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By: J. Melissa Brown

24

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Title: Corporate Counsel

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Dated: 11/23/98

Redwood Oil Company

By: Patan Aye

Title: S.P.

Dated: \_\_\_\_\_

Reichhold Chemicals, Inc.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Reynolds Metals Company

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

R.J. McGlennon Company, Inc.

By: \_\_\_\_\_

Title: \_\_\_\_\_

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Dated: \_\_\_\_\_

Redwood Oil Company

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: 11/20/98

Reichhold Chemicals, Inc.

By: Daniel E. Hyatt

Title: Asst General Counsel

Dated: \_\_\_\_\_

Reynolds Metals Company

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

R.J. McGlennon Company, Inc.

By: \_\_\_\_\_

Title: \_\_\_\_\_

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Dated: \_\_\_\_\_

Redwood Oil Company

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Reichhold Chemicals, Inc.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: 9/30/98

Reynolds Metals Company

By: James E. McKinn

Title: Chief Environmental Counsel

Dated: \_\_\_\_\_

R.J. McGlennon Company, Inc.

By: \_\_\_\_\_

Title: \_\_\_\_\_

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Dated: \_\_\_\_\_

Redwood Oil Company

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Reichhold Chemicals, Inc.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Reynolds Metals Company

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: 9-25-98

R.J. McGlennon Company, Inc.

By: *Michael McGlennon*

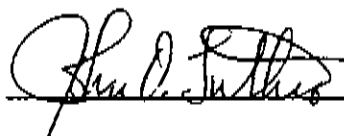
Title: *Vice - President*



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Dated: Oct. 1, 1998

Rochester Midland Corporation (for Bytech  
Chemical Corporation)

By: 

Title: Sec. V.P.

Dated: \_\_\_\_\_

Rohm & Haas Company

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Romic Environmental Technologies Corporation  
(successor to Romic Chemical Corporation)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Sandoz Agro, Inc. (for Zeecon Corporation)

By: \_\_\_\_\_

Title: \_\_\_\_\_

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Dated: \_\_\_\_\_

Rochester Midland Corporation (for Bytech  
Chemical Corporation)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: 12-8-98

Rohm & Haas Company

By: Audrey J. Jodel

Title: Of Counsel

Dated: \_\_\_\_\_

Romic Environmental Technologies Corporation  
(successor to Romic Chemical Corporation)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Sandoz Agro, Inc. (for Zeecon Corporation)

By: \_\_\_\_\_

Title: \_\_\_\_\_

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Dated: \_\_\_\_\_

Rochester Midland Corporation (for Bytech  
Chemical Corporation)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Rohm & Haas Company

By: Audrey Arnold

Title: Of Counsel

Dated: \_\_\_\_\_

Romic Environmental Technologies Corporation  
(successor to Romic Chemical Corporation)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Sandoz Agro, Inc. (for Zeecon Corporation)

By: \_\_\_\_\_

Title: \_\_\_\_\_

1 Dated: \_\_\_\_\_  
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Rochester Midland Corporation (for Bytech  
Chemical Corporation)

By: \_\_\_\_\_

Title: \_\_\_\_\_

8 Dated: \_\_\_\_\_  
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Rohm & Haas Company

By: \_\_\_\_\_

Title: \_\_\_\_\_

14 Dated: 10/17/94  
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Romic Environmental Technologies Corporation  
(successor to Romic Chemical Corporation)

By: Peter Schuch

Title: President

22 Dated: \_\_\_\_\_  
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Sandoz Agro, Inc. (for Zeecon Corporation)

By: \_\_\_\_\_

Title: \_\_\_\_\_

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Dated: \_\_\_\_\_

Rochester Midland Corporation (for Bytech  
Chemical Corporation)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Rohm & Haas Company

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Romic Environmental Technologies Corporation  
(successor to Romic Chemical Corporation)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: 10.19.98

Sandoz Agro, Inc. (for Zoecon Corporation)

By: *Lyndy Drenning*

Title: VICE PRESIDENT & TREASURER

1 Dated: 10-2-98

San Francisco Bay Area Rapid Transit District

2  
3 By: SR Cole

4  
5 Title: MANAGER SYSTEM SAFETY DEPT.

6  
7 Dated: \_\_\_\_\_

Sequa Corporation (for General Printing Ink, a  
division of Sun Chemical)

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9  
10 By: \_\_\_\_\_

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12 Title: \_\_\_\_\_

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14 Dated: \_\_\_\_\_

Shell Oil Company

15  
16 By: \_\_\_\_\_

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18 Title: \_\_\_\_\_

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21 Dated: \_\_\_\_\_

Simpson Coatings Group, Inc.

22  
23 By: \_\_\_\_\_

24  
25 Title: \_\_\_\_\_

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Dated: \_\_\_\_\_


San Francisco Bay Area Rapid Transit District

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: Oct. 10, 1998

Sequa Corporation (for General Printing Ink, a  
division of Sun Chemical)

By: 

Title: Director, Environmental Law

Dated: \_\_\_\_\_

Shell Oil Company

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Simpson Coatings Group, Inc.

By: \_\_\_\_\_

Title: \_\_\_\_\_

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Dated: \_\_\_\_\_

San Francisco Bay Area Rapid Transit District

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Sequa Corporation (for General Printing Ink, a  
division of Sun Chemical)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: October 1, 1998

Shell Oil Company

By: [Signature]

Title: Senior Counsel

Dated: \_\_\_\_\_

Simpson Coatings Group, Inc.

By: \_\_\_\_\_

Title: \_\_\_\_\_



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Dated: \_\_\_\_\_

San Francisco Bay Area Rapid Transit District

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Sequa Corporation (for General Printing Ink, a  
division of Sun Chemical)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

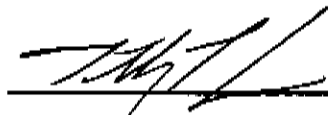
Shell Oil Company

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: 11-12-98

Simpson Coatings Group, Inc.

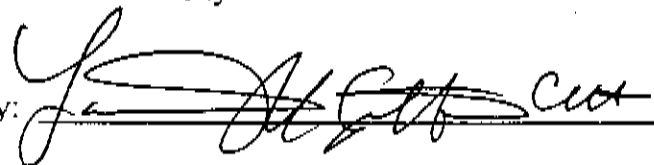
By: 

Title: President

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Dated: Oct 2, 1998

Stanford University

By: 

Title: Associate Vice Provost

Dated: \_\_\_\_\_

The Stero Company

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Synergy Production Group, Inc. (dba Halcy  
Janitorial Supply Co., Inc. and Western Chemical  
Company)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Syntex (U.S.A.), Inc.

By: \_\_\_\_\_

Title: \_\_\_\_\_

1 Dated: \_\_\_\_\_

Stanford University

2  
3 By: \_\_\_\_\_

4  
5 Title: \_\_\_\_\_

6  
7 Dated: Nov 11, 1998

The Stero Company

8  
9 By: James J. Carleton

10  
11 Title: DIA. REGULATORY AFFAIRS

12  
13  
14 Dated: \_\_\_\_\_

Synergy Production Group, Inc. (dba Haley  
Janitorial Supply Co., Inc. and Western Chemical  
Company)

15  
16  
17 By: \_\_\_\_\_

18  
19 Title: \_\_\_\_\_

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21 Dated: \_\_\_\_\_

Syntex (U.S.A.), Inc.

22  
23 By: \_\_\_\_\_

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25 Title: \_\_\_\_\_

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Dated: \_\_\_\_\_

Stanford University

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

The Stero Company

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

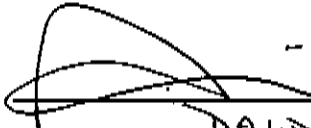
Synergy Production Group, Inc. (dba Haley  
Janitorial Supply Co., Inc. and Western Chemical  
Company)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: 12/10/98

Syntex (U.S.A.), Inc.

By:  \_\_\_\_\_  
DAVID R. AUSTIN

Title: V.P. AND TREASURER

1 Dated: January 20, 1999

Tap Plastics, Inc.

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By: Carole L. Bremer

Carole L. Bremer

Title: Chief Financial Officer

Dated: \_\_\_\_\_

Teledyne Ryan Aeronautical, McCormick Selph  
Ordnance Unit (for Teledyne McCormick Selph)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Textron, Inc.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

United Air Lines, Inc.

By: \_\_\_\_\_

Title: \_\_\_\_\_

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Dated: \_\_\_\_\_

Tap Plastics, Inc.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: 12/22/98

Teledyne Ryan Aeronautical, McCormick Selph  
Ordnance Unit (for Teledyne McCormick Selph)

By: *RM Hittell*

Title: *President, TRA*

Dated: \_\_\_\_\_

Textron, Inc.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

United Air Lines, Inc.

By: \_\_\_\_\_

Title: \_\_\_\_\_

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Dated: \_\_\_\_\_

Tap Plastics, Inc.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Teledyne Ryan Aeronautical, McCormick Selph  
Ordnance Unit (for Teledyne McCormick Selph)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: 9/22/98

Textron, Inc.

By: Peter Simchauer

Title: Counsel

Dated: \_\_\_\_\_

United Air Lines, Inc.

By: \_\_\_\_\_

Title: \_\_\_\_\_

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Dated: \_\_\_\_\_

Tap Plastics, Inc.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Teledyne Ryan Aeronautical, McCormick Selph  
Ordnance Unit (for Teledyne McCormick Selph)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Textron, Inc.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: 4/8/99

United Air Lines, Inc.

By: *Stephen M. Dadd*  
*of O'Melveny & Myers LLP*

Title: *Its Attorneys*



1 Dated: January 11, 1999

United States Defense Reutilization & Marketing  
Service

2  
3  
4 By: Alice A. Mattice

5  
6 Title: Attorney, U.S. Department of  
7 Justice

8 Dated: \_\_\_\_\_

United Technologies Corporation

9  
10 By: \_\_\_\_\_

11  
12 Title: \_\_\_\_\_

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14 Dated: \_\_\_\_\_

University of California

15  
16 By: \_\_\_\_\_

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18 Title: \_\_\_\_\_

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21 Dated: \_\_\_\_\_

Van Waters & Rogers, Inc.

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23 By: \_\_\_\_\_

24  
25 Title: \_\_\_\_\_

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Dated: \_\_\_\_\_

United States Defense Reutilization & Marketing  
Service

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

United Technologies Corporation

By: W. K. W.

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

University of California

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Van Waters & Rogers, Inc.

By: \_\_\_\_\_

Title: \_\_\_\_\_

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Dated: \_\_\_\_\_

United States Defense Reutilization & Marketing  
Service

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

United Technologies Corporation

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: Oct. 8, 1998

University of California

By: Patrick Schlesinger

Title: University Counsel

Dated: \_\_\_\_\_

Van Waters & Rogers, Inc.

By: \_\_\_\_\_

Title: \_\_\_\_\_

1 Dated: \_\_\_\_\_  
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United States Defense Reutilization & Marketing  
Service

By: \_\_\_\_\_

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8 Dated: \_\_\_\_\_  
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United Technologies Corporation

By: \_\_\_\_\_

Title: \_\_\_\_\_

15 Dated: \_\_\_\_\_  
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University of California

By: \_\_\_\_\_

Title: \_\_\_\_\_

21 Dated: 9/22/98  
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Van Waters & Rogers, Inc.

By:  \_\_\_\_\_

Title: ASSISTANT General Counsel

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Dated: 11-17-98

W.R. Grace & Company, Inc.

By: 

Title: SENIOR ENVIRONMENTAL COUNSEL

Dated: \_\_\_\_\_

W.R. Meadows, Inc.

By: \_\_\_\_\_

Title: \_\_\_\_\_

1 Dated: \_\_\_\_\_

W.R. Grace & Company, Inc.

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By: \_\_\_\_\_

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Title: \_\_\_\_\_

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Dated: October 5, 1998

W.R. Meadows, Inc.

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By: D E Knapp

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Title: President

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**BILL LOCKYER**  
Attorney General

State of California  
DEPARTMENT OF JUSTICE



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January 5, 2001

**Via Facsimile and  
First Class Mail**

Nicholas W. van Aelstyn, Esq.  
Heller Ehrman White & McAuliffe  
333 Bush Street  
San Francisco, CA 94104-2878

RE: State of California Department of Toxic Substances Control v. Aerojet-General Corporation, et al., N.D. Cal. No. 00-4796

Dear Mr. van Aelstyn:

As you know, I represent the plaintiff, the California Department of Toxic Substances Control ("DTSC"), in the above-referenced matter. The Complaint in that matter names as defendants the sixty-five members of the Bay Area Drum Site *Ad Hoc* Potentially Responsible Party Group (the "Group"). I write you as common counsel for the members of the Group.

On behalf of DTSC, I filed the Complaint in the above-referenced matter (the "Complaint") on December 27, 2000. I filed the Complaint at that time because the Tolling Agreement executed by DTSC and the members of the Group was due to expire at the end of 2000. When I filed the Complaint, I filed a Notice of Related Case, setting forth plaintiff's contention that the subject matter of the Complaint is related to the subject matter of two actions, both now concluded by way of Settlement Agreement and Consent Decree, previously brought before The Honorable Phyllis J. Hamilton, United States District Judge. The Complaint was assigned to The Honorable James Larson, United States Magistrate Judge. As I understand the procedure of the United States District Court for the Northern District of California (the "Court"), Judge Larson will send the Complaint and the Notice of Related Case to Judge Hamilton for her determination as to whether the subject matter of the Complaint is related to the subject matter of the two prior cases. If Judge Hamilton decides that the subject matter of the Complaint is so related, this case will be reassigned to Judge Hamilton.

Because it is not yet clear whether or not this case will be reassigned to Judge Hamilton, I have made no effort to serve the Complaint, the Summons issued in this matter (the

Nicholas W. van Aelstyn, Esq.

January 5, 2001

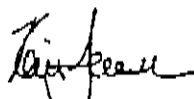
Page 2

"Summons"), or Judge Larson's scheduling orders, upon any of the members of the Group. (If the case is reassigned, Judge Hamilton will vacate Judge Larson's scheduling orders, and replace them with her own.) As we have previously agreed, I will ultimately effect such service upon the members of the Group by serving you by mail with a copy of the Complaint and Summons, and with copies of any other documents on file in this matter.

We are close to completing our negotiations over the wording of a Settlement Agreement and Consent Decree to be submitted to the Court for approval and entry in this case as a consent decree of the Court. Since the final Court hearing on our prospective Settlement Agreement and Consent Decree is some months away, DTSC will be prepared, once the Complaint and Summons are served, to execute appropriate stipulations extending the time the members of the Group will have to answer or otherwise respond to the Complaint. These stipulations will, of course, require Court approval; in my experience, however, judges are typically willing to extend defendants' time to respond to a complaint when a settlement resolving all of the claims alleged in the complaint appears to be in the offing.

I appreciate your continuing courtesy in this matter.

Sincerely,



KEVIN JAMES

Deputy Attorney General

For BILL LOCKYER  
Attorney General

KJ:em

cc: Barbara Cook, P.E.

Derek van Hoorn, Esq.



1 BILL LOCKYER, Attorney General  
of the State of California  
2 THEODORA BERGER, State Bar No. 050108  
Assistant Attorney General  
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5 Telephone: (510) 622-2100  
Fax No.: (510) 622-2270  
6

Attorneys for Plaintiff State of California  
7 Department of Toxic Substances Control

ORIGINAL  
FILED

DEC 27 2000

RICHARD W. WIEKING  
CLERK, U.S. DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
OAKLAND

8 UNITED STATES DISTRICT COURT  
9 NORTHERN DISTRICT OF CALIFORNIA

ADR

C 00 4796JL

10 STATE OF CALIFORNIA DEPARTMENT OF  
TOXIC SUBSTANCES CONTROL,

No.

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v.

COMPLAINT FOR  
RECOVERY OF RESPONSE  
COSTS

AEROJET-GENERAL CORPORATION; ALLIED-  
SIGNAL, INCORPORATED; ALTERNATIVE  
MATERIALS TECHNOLOGY, INCORPORATED  
(for U.S. CELLULOSE); ASHLAND CHEMICAL,  
INCORPORATED; CHEMCENTRAL  
CORPORATION; CHEVRON U.S.A.,  
INCORPORATED; COURTAULDS COATINGS,  
INCORPORATED (for INTERNATIONAL PAINT  
COMPANY); DELTA AIR LINES,  
INCORPORATED; DORSETT & JACKSON,  
INCORPORATED; THE DOW CHEMICAL  
COMPANY; E.I. DuPONT de NEMOURS & CO.,  
INCORPORATED; EUREKA CHEMICAL  
COMPANY; EUREKA FLUID WORKS; FORD  
MOTOR COMPANY; GENERAL MOTORS  
CORPORATION; GREAT WESTERN  
CHEMICAL COMPANY; HEWLETT-PACKARD  
COMPANY; INTER-STATE OIL COMPANY;  
INGERSOLL-RAND COMPANY (for SCHLAGE  
LOCK COMPANY); INTEL CORPORATION;  
INTERNATIONAL PAPER COMPANY (for  
STECHEER-TRAUNG-SCHMIDT); KAISER  
ALUMINUM & CHEMICAL CORPORATION;  
LITTON ELECTRON DEVICES (a division of  
LITTON SYSTEMS, INCORPORATED);  
LOCKHEED MARTIN CORPORATION (successor  
to LOCKHEED MISSILES & SPACE COMPANY,  
INCORPORATED); MAXUS ENERGY  
CORPORATION (for OCCIDENTAL CHEMICAL

1 CORPORATION, successor to DIAMOND )  
2 SHAMROCK CHEMICALS COMPANY, f.k.a. )  
3 DIAMOND SHAMROCK CORPORATION); )  
4 McKESSON HBOC, INCORPORATED; )  
5 MONSANTO COMPANY; NI INDUSTRIES, )  
6 INCORPORATED; NL INDUSTRIES, )  
7 INCORPORATED; THE O'BRIEN )  
8 CORPORATION (for FULLER-O'BRIEN PAINTS); )  
9 OLYMPIAN OIL COMPANY; OWENS-ILLINOIS, )  
10 INCORPORATED; PACIFIC GAS & ELECTRIC )  
11 COMPANY; PENNZOIL-QUAKER STATE )  
12 COMPANY; PUREGRO COMPANY; RAYCHEM )  
13 CORPORATION; REDDING PETROLEUM, )  
14 INCORPORATED; REDWOOD OIL COMPANY; )  
15 REICHHOLD CHEMICALS, INCORPORATED; )  
16 REYNOLDS METALS COMPANY; R. J. )  
17 McGLENNON COMPANY, INCORPORATED; )  
18 ROCHESTER MIDLAND CORPORATION (for )  
19 BYTECH CHEMICAL CORPORATION); ROHM )  
20 & HAAS COMPANY; ROMIC ENVIRON- )  
21 MENTAL TECHNOLOGIES CORPORATION )  
22 (successor to ROMIC CHEMICAL CORPORA- )  
23 TION); SANDOZ AGRO, INCORPORATED (for )  
24 ZOECON CORPORATION); SAN FRANCISCO )  
25 BAY AREA RAPID TRANSIT DISTRICT; SEQUA )  
26 CORPORATION (for GENERAL PRINTING INK, )  
27 a division of SUN CHEMICAL); SHELL OIL )  
28 COMPANY; SIMPSON COATINGS GROUP, )  
INCORPORATED; STANFORD UNIVERSITY; )  
THE STERO COMPANY; SYNERGY )  
PRODUCTION GROUP, INCORPORATED (d.b.a. )  
HALEY JANITORIAL SUPPLY CO., )  
INCORPORATED and WESTERN CHEMICAL )  
COMPANY); SYNTEX (U.S.A.), )  
INCORPORATED; TAP PLASTICS, )  
INCORPORATED; TELEDYNE RYAN )  
AERONAUTICAL, McCORMICK SELPH )  
ORDNANCE UNIT (for TELEDYNE )  
McCORMICK SELPH); TEXTRON, )  
INCORPORATED; UNION OIL COMPANY OF )  
CALIFORNIA; UNITED AIR LINES, )  
INCORPORATED; UNITED STATES DEFENSE )  
REUTILIZATION MARKETING SERVICE; )  
UNITED TECHNOLOGIES CORPORATION; )  
UNIVERSITY OF CALIFORNIA; VAN WATERS )  
& ROGERS INCORPORATED; VOPAK )  
DISTRIBUTION AMERICAS CORPORATION )  
(f.k.a. UNIVAR CORPORATION); W.R. GRACE & )  
COMPANY; and W.R. MEADOWS, )  
INCORPORATED, )  
Defendants.)

1 PLAINIFF STATE OF CALIFORNIA DEPARTMENT OF TOXIC  
2 SUBSTANCES CONTROL ("Plaintiff" or "DTSC") alleges as follows:

3 **STATEMENT OF THE ACTION**

4 1. Plaintiff makes these claims for relief under sections 107(a) and 113(g) of the  
5 Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42  
6 U.S.C. §§ 9601 *et seq.*, as amended by the Superfund Amendments and Reauthorization Act of  
7 1986, Pub. L. 99-499, 100 Stat. 1613 (1986), because Plaintiff, in its own name and through its  
8 predecessor, the Toxic Substances Control Program of the State of California Department of  
9 Health Services ("DHS"), has incurred and will in the future incur removal and remedial costs in  
10 response to the release and threatened release of hazardous substances at, beneath and from 1212  
11 Thomas Avenue, San Francisco, California (the "Property").

12 **JURISDICTION AND VENUE**

13 2. This Court has jurisdiction over Plaintiff's claims pursuant to 28 U.S.C. § 1331  
14 and 42 U.S.C. § 9613(b). Venue is proper in this District pursuant to 28 U.S.C. § 1391(b) and 42  
15 U.S.C. § 9613(b) because the subject release and threatened release of hazardous substances into  
16 the environment occurred in this district.

17 **PLAINTIFF**

18 3. Plaintiff is a department of the State of California's ("California") Environmental  
19 Protection Agency. California is one of the several states of the United States of America.  
20 California is a "state" within the meaning of 42 U.S.C. § 9601(27). Plaintiff is a California  
21 department responsible, under California law, for California's actions under CERCLA.

22 **DEFENDANTS**

23 4. Defendant Aerojet-General Corporation is and was a corporation doing business  
24 in California. At various times relevant hereto, Aerojet-General Corporation generated  
25 hazardous substances and had those hazardous substances sent to the Property for treatment or  
26 disposal.

27 5. Defendant Allied-Signal, Incorporated is and was a corporation doing business in  
28 California. At various times relevant hereto, Allied-Signal, Incorporated generated hazardous

1 substances and had those hazardous substances sent to the Property for treatment or disposal.

2 6. Plaintiff is informed and believes and thereon alleges that defendant Alternative  
3 Materials Technology, Incorporated is the successor to U.S. Cellulose Company. Alternative  
4 Materials Technology is a corporation doing business in California, and U.S. Cellulose Company  
5 was a corporation that did business in California. At various times relevant hereto, U.S.  
6 Cellulose Company generated hazardous substances and had those substances sent to the  
7 Property for treatment or disposal.

8 7. Defendant Ashland Chemical, Incorporated is and was a corporation doing  
9 business in California. At various times relevant hereto, Ashland Chemical, Incorporated  
10 generated hazardous substances and had those hazardous substances sent to the Property for  
11 treatment or disposal.

12 8. Defendant Chemcentral Corporation is and was a corporation doing business in  
13 California. At various times relevant hereto, Chemcentral Corporation generated hazardous  
14 substances and had those hazardous substances sent to the Property for treatment or disposal.

15 9. Defendant Chevron U.S.A., Incorporated is and was a corporation doing business  
16 in California. At various times relevant hereto, Chevron U.S.A., Incorporated generated  
17 hazardous substances and had those hazardous substances sent to the Property for treatment or  
18 disposal.

19 10. Plaintiff is informed and believes and thereon alleges that defendant Courtaulds  
20 Coatings, Incorporated is the successor to International Paint Company. Plaintiff is further  
21 informed and believes and thereon alleges that defendant Courtaulds Coatings Inc. is a  
22 corporation that did business in California. At all times relevant hereto, International Paint  
23 Company was a corporation that did business in California. At various times relevant hereto,  
24 International Paint Company generated hazardous substances and had those substances sent to  
25 the Property for treatment or disposal.

26 11. Defendant Delta Air Lines, Incorporated is and was a corporation doing business  
27 in California. At various times relevant hereto, Delta Air Lines, Incorporated generated  
28 hazardous substances and had those hazardous substances sent to the Property for treatment or

1 disposal.

2 12. Defendant Dorsett & Jackson, Incorporated is and was a corporation doing  
3 business in California. At various times relevant hereto, Dorsett & Jackson, Incorporated  
4 generated hazardous substances and had those hazardous substances sent to the Property for  
5 treatment or disposal.

6 13. Defendant The Dow Chemical Company is and was a corporation doing business  
7 in California. At various times relevant hereto, The Dow Chemical Company generated  
8 hazardous substances and had those hazardous substances sent to the Property for treatment or  
9 disposal.

10 14. Defendant E.I. DuPont de Nemours & Co., Incorporated is and was a corporation  
11 doing business in California. At various times relevant hereto, E.I. DuPont de Nemours & Co.,  
12 Incorporated generated hazardous substances and had those hazardous substances sent to the  
13 Property for treatment or disposal.

14 15. Defendant Eureka Chemical Company is and was a corporation doing business in  
15 California. At various times relevant hereto, Eureka Chemical Company generated hazardous  
16 substances and had those hazardous substances sent to the Property for treatment or disposal.

17 16. Defendant Eureka Fluid Works is and was a corporation doing business in  
18 California. At various times relevant hereto, Eureka Fluid Works generated hazardous  
19 substances and had those hazardous substances sent to the Property for treatment or disposal.

20 17. Defendant Ford Motor Company is and was a corporation doing business in  
21 California. At various times relevant hereto, Ford Motor Company generated hazardous  
22 substances and had those hazardous substances sent to the Property for treatment or disposal.

23 18. Defendant General Motors Corporation is and was a corporation doing business in  
24 California. At various times relevant hereto, General Motors Corporation generated hazardous  
25 substances and had those hazardous substances sent to the Property for treatment or disposal.

26 19. Defendant Great Western Chemical Company is and was a corporation doing  
27 business in California. At various times relevant hereto, Great Western Chemical Company  
28 generated hazardous substances and had those hazardous substances sent to the Property for

1 treatment or disposal.

2 20. Defendant Hewlett-Packard Company is and was a corporation doing business in  
3 California. At various times relevant hereto, Hewlett-Packard Company generated hazardous  
4 substances and had those hazardous substances sent to the Property for treatment or disposal.

5 21. Defendant Inter-State Oil Company is and was a corporation doing business in  
6 California. At various times relevant hereto, Inter-State Oil Company generated hazardous  
7 substances and had those hazardous substances sent to the Property for treatment or disposal.

8 22. Plaintiff is informed and believes and thereon alleges that defendant Ingersoll-  
9 Rand Company is the successor to Schlage Lock Company. Ingersoll-Rand Company is a  
10 corporation doing business in California, and Schlage Lock Company was a corporation that did  
11 business in California. At various times relevant hereto, Schlage Lock Company generated  
12 hazardous substances and had those substances sent to the Property for treatment or disposal.

13 23. Defendant Intel Corporation is and was a corporation doing business in  
14 California. At various times relevant hereto, Intel Corporation generated hazardous substances  
15 and had those hazardous substances sent to the Property for treatment or disposal.

16 24. Plaintiff is informed and believes and thereon alleges that defendant International  
17 Paper Company is the successor to Stecher-Traung-Schmidt. International Paper Company is a  
18 corporation doing business in California, and Stecher-Traung-Schmidt was a corporation that did  
19 business in California. At various times relevant hereto, Stecher-Traung-Schmidt generated  
20 hazardous substances and had those substances sent to the Property for treatment or disposal.

21 25. Defendant Kaiser Aluminum & Chemical Corporation is and was a corporation  
22 doing business in California. At various times relevant hereto, Kaiser Aluminum & Chemical  
23 Corporation generated hazardous substances and had those hazardous substances sent to the  
24 Property for treatment or disposal.

25 26. Defendant Litton Electron Devices is a division of Litton Systems, Incorporated.  
26 Litton Systems, Incorporated is and was a corporation doing business in California. At various  
27 times relevant hereto, Litton Electron Devices generated hazardous substances and had those  
28 hazardous substances sent to the Property for treatment or disposal.

1           27. Plaintiff is informed and believes and thereon alleges that defendant Lockheed  
2 Martin Corporation is the successor to Lockheed Missiles & Space Company, Incorporated.  
3 Lockheed Martin Corporation is a corporation doing business in California, and Lockheed  
4 Missiles & Space Company, Incorporated was a corporation that did business in California. At  
5 various times relevant hereto, Lockheed Missiles & Space Company, Incorporated generated  
6 hazardous substances and had those substances sent to the Property for treatment or disposal.

7           28. Plaintiff is informed and believes and thereon alleges that defendant Maxus  
8 Energy Corporation is the successor to Occidental Chemical Corporation. Plaintiff is further  
9 informed and believes and thereon alleges that Occidental Chemical Corporation was the  
10 successor to Diamond Shamrock Chemicals Company, which was previously known as Diamond  
11 Shamrock Corporation. Maxus Energy Corporation is a corporation doing business in  
12 California, and Diamond Shamrock Chemicals Company was a corporation that did business in  
13 California. At various times relevant hereto, Diamond Shamrock Chemicals Company generated  
14 hazardous substances and had those substances sent to the Property for treatment or disposal.

15           29. Defendant McKesson HBOC, Incorporated is and was a corporation doing  
16 business in California. At various times relevant hereto, McKesson HBOC, Incorporated  
17 generated hazardous substances and had those hazardous substances sent to the Property for  
18 treatment or disposal.

19           30. Defendant Monsanto Company is and was a corporation doing business in  
20 California. At various times relevant hereto, Monsanto Company generated hazardous  
21 substances and had those hazardous substances sent to the Property for treatment or disposal.

22           31. Defendant NI Industries, Incorporated is and was a corporation doing business in  
23 California. At various times relevant hereto, NI Industries, Incorporated generated hazardous  
24 substances and had those hazardous substances sent to the Property for treatment or disposal.

25           32. Defendant NL Industries, Incorporated is and was a corporation doing business in  
26 California. At various times relevant hereto, NL Industries, Incorporated generated hazardous  
27 substances and had those hazardous substances sent to the Property for treatment or disposal.

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1           33.     Plaintiff is informed and believes and thereon alleges that defendant The O'Brien  
2 Corporation is a successor to Fuller-O'Brien Paints. The O'Brien Corporation is a corporation  
3 doing business in California, and Fuller-O'Brien Paints was a corporation that did business in  
4 California. At various times relevant hereto, Fuller-O'Brien Paints generated hazardous  
5 substances and had those substances sent to the Property for treatment or disposal.

6           34.     Defendant Olympian Oil Company is and was a corporation doing business in  
7 California. At various times relevant hereto, Olympian Oil Company generated hazardous  
8 substances and had those hazardous substances sent to the Property for treatment or disposal.

9           35.     Defendant Owens-Illinois, Incorporated is and was a corporation doing business  
10 in California. At various times relevant hereto, Owens-Illinois, Incorporated generated  
11 hazardous substances and had those hazardous substances sent to the Property for treatment or  
12 disposal.

13          36.     Defendant Pacific Gas & Electric Company is and was a corporation doing  
14 business in California. At various times relevant hereto, Pacific Gas & Electric Company  
15 generated hazardous substances and had those hazardous substances sent to the Property for  
16 treatment or disposal.

17          37.     Defendant Pennzoil-Quaker State Company is and was a corporation doing  
18 business in California. At various times relevant hereto, Pennzoil-Quaker State Company  
19 generated hazardous substances and had those hazardous substances sent to the Property for  
20 treatment or disposal.

21          38.     Defendant Puregro Company is and was a corporation doing business in  
22 California. At various times relevant hereto, Puregro Company generated hazardous substances  
23 and had those hazardous substances sent to the Property for treatment or disposal.

24          39.     Defendant Raychem Corporation is and was a corporation doing business in  
25 California. At various times relevant hereto, Raychem Corporation generated hazardous  
26 substances and had those hazardous substances sent to the Property for treatment or disposal.

27          40.     Defendant Redding Petroleum, Incorporated is and was a corporation doing  
28 business in California. At various times relevant hereto, Redding Petroleum, Incorporated



1 generated hazardous substances and had those hazardous substances sent to the Property for  
2 treatment or disposal.

3 41. Defendant Redwood Oil Company is and was a corporation doing business in  
4 California. At various times relevant hereto, Redwood Oil Company generated hazardous  
5 substances and had those hazardous substances sent to the Property for treatment or disposal.

6 42. Defendant Reichhold Chemicals, Incorporated is and was a corporation doing  
7 business in California. At various times relevant hereto, Reichhold Chemicals, Incorporated  
8 generated hazardous substances and had those hazardous substances sent to the Property for  
9 treatment or disposal.

10 43. Defendant Reynolds Metals Company is and was a corporation doing business in  
11 California. At various times relevant hereto, Reynolds Metals Company generated hazardous  
12 substances and had those hazardous substances sent to the Property for treatment or disposal.

13 44. Defendant R.J. McGlennon Company, Incorporated is and was a corporation  
14 doing business in California. At various times relevant hereto, R.J. McGlennon Company,  
15 Incorporated generated hazardous substances and had those hazardous substances sent to the  
16 Property for treatment or disposal.

17 45. Plaintiff is informed and believes and thereon alleges that defendant Rochester  
18 Midland Corporation is the successor to Bytech Chemical Corporation. Rochester Midland  
19 Corporation is a corporation doing business in California, and Bytech Chemical Corporation  
20 was a corporation that did business in California. At various times relevant hereto, Bytech  
21 Chemical Corporation generated hazardous substances and had those substances sent to the  
22 Property for treatment or disposal.

23 46. Defendant Rohm & Haas Company is and was a corporation doing business in  
24 California. At various times relevant hereto, Rohm & Haas Company generated hazardous  
25 substances and had those hazardous substances sent to the Property for treatment or disposal.

26 47. Plaintiff is informed and believes and thereon alleges that defendant Romic  
27 Environmental Technologies Corporation is the successor to Romic Chemical Corporation.  
28 Romic Environmental Technologies Corporation is a corporation doing business in California,

1 and Romic Chemical Corporation was a corporation that did business in California. At various  
2 times relevant hereto, Romic Chemical Corporation generated hazardous substances and had  
3 those substances sent to the Property for treatment or disposal.

4 48. Plaintiff is informed and believes and thereon alleges that defendant Sandoz Agro,  
5 Incorporated is the successor to Zoecon Corporation. Sandoz Agro, Incorporated is a corporation  
6 doing business in California, and Zoecon Corporation was a corporation that did business in  
7 California. At various times relevant hereto, Zoecon Corporation generated hazardous  
8 substances and had those substances sent to the Property for treatment or disposal.

9 49. Defendant San Francisco Bay Area Rapid Transit District ("BART") is and was a  
10 California transit district organized and operating pursuant to California Public Utilities Code  
11 sections 28500 et seq. At various times relevant hereto, BART generated hazardous substances  
12 and had those hazardous substances sent to the Property for treatment or disposal.

13 50. Plaintiff is informed and believes and thereon alleges that defendant Sequa  
14 Corporation is the successor to General Printing Ink, a division of Sun Chemical. Sequa  
15 Corporation is a corporation doing business in California, and Sun Chemical was a corporation  
16 that did business in California. At various times relevant hereto, General Printing Ink generated  
17 hazardous substances and had those substances sent to the Property for treatment or disposal.

18 51. Defendant Shell Oil Company is and was a corporation doing business in  
19 California. At various times relevant hereto, Shell Oil Company generated hazardous substances  
20 and had those hazardous substances sent to the Property for treatment or disposal.

21 52. Defendant Simpson Coatings Group, Incorporated is and was a corporation doing  
22 business in California. At various times relevant hereto, Simpson Coatings Group, Incorporated  
23 generated hazardous substances and had those hazardous substances sent to the Property for  
24 treatment or disposal.

25 53. Defendant Stanford University is and was a corporation doing business in  
26 California. At various times relevant hereto, Stanford University generated hazardous substances  
27 and had those hazardous substances sent to the Property for treatment or disposal.

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1           54. Defendant The Stero Company is and was a corporation doing business in  
2 California. At various times relevant hereto, The Stero Company generated hazardous  
3 substances and had those hazardous substances sent to the Property for treatment or disposal.

4           55. Defendant Synergy Production Group, Incorporated, doing business as Haley  
5 Janitorial Supply Co., Incorporated and Western Chemical Company, was at all times relevant  
6 hereto a corporation doing business in California. At various times relevant hereto, Synergy  
7 Production Group, Incorporated generated hazardous substances and had those hazardous  
8 substances sent to the Property for treatment or disposal.

9           56. Defendant Syntex (U.S.A.), Incorporated is and was a corporation doing business  
10 in California. At various times relevant hereto, Syntex (U.S.A.), Incorporated generated  
11 hazardous substances and had those hazardous substances sent to the Property for treatment or  
12 disposal.

13           57. Defendant Tap Plastics, Incorporated is and was a corporation doing business in  
14 California. At various times relevant hereto, Tap Plastics, Incorporated generated hazardous  
15 substances and had those hazardous substances sent to the Property for treatment or disposal.

16           58. Plaintiff is informed and believes and thereon alleges that defendant Teledyne  
17 Ryan Aeronautical, McCormick Selph Ordnance Unit is the successor to Teledyne McCormick  
18 Selph. Teledyne Ryan Aeronautical is a corporation doing business in California, and Teledyne  
19 McCormick Selph was a corporation that did business in California. At various times relevant  
20 hereto, Teledyne McCormick Selph generated hazardous substances and had those substances  
21 sent to the Property for treatment or disposal.

22           59. Defendant Textron, Incorporated is and was a corporation doing business in  
23 California. At various times relevant hereto, Textron, Incorporated generated hazardous  
24 substances and had those hazardous substances sent to the Property for treatment or disposal.

25           60. Defendant Union Oil Company of California ("Unocal") is and was a corporation  
26 doing business in California. At various times relevant hereto, Unocal generated hazardous  
27 substances and had those substances sent to the Property for treatment or disposal.

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1           61. Defendant United Air Lines, Incorporated is and was a corporation doing business  
2 in California. At various times relevant hereto, United Air Lines, Incorporated generated  
3 hazardous substances and had those hazardous substances sent to the Property for treatment or  
4 disposal.

5           62. Defendant United States Defense Reutilization Marketing Service is and was an  
6 agency of the government of the United States of America. At various times relevant hereto, the  
7 United States Defense Reutilization Marketing Service generated hazardous substances and had  
8 those hazardous substances sent to the Property for treatment or disposal.

9           63. Defendant United Technologies Corporation is and was a corporation doing  
10 business in California. At various times relevant hereto, United Technologies Corporation  
11 generated hazardous substances and had those hazardous substances sent to the Property for  
12 treatment or disposal.

13           64. Defendant University of California is and was a California public trust,  
14 administered by the Regents of the University of California, a California corporation. At various  
15 times relevant hereto, the University of California generated hazardous substances and had those  
16 hazardous substances sent to the Property for treatment or disposal.

17           65. Defendant Van Waters & Rogers, Incorporated ("Van Waters") is and was a  
18 corporation doing business in California. Defendant Vopak Distribution Americas Corporation  
19 ("Vopak"), formerly known as Univar Corporation ("Univar"), is the parent corporation of Van  
20 Waters. Plaintiff is informed and believes and thereon alleges that, at various times relevant  
21 hereto, Van Waters was a mere instrumentality of Vopak and Univar, and Vopak and Univar  
22 operated Van Waters as their alter ego. At various times relevant hereto, moreover, Van Waters  
23 and its predecessors generated hazardous substances and had those hazardous substances sent to  
24 the Property for treatment or disposal.

25           66. Defendant W.R. Grace & Company is and was a corporation doing business in  
26 California. At various times relevant hereto, W.R. Grace & Company generated hazardous  
27 substances and had those hazardous substances sent to the Property for treatment or disposal.

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1           67. Defendant W.R. Meadows, Incorporated is and was a corporation doing business  
2 in California. At various times relevant hereto, W.R. Meadows, Incorporated generated  
3 hazardous substances and had those hazardous substances sent to the Property for treatment or  
4 disposal.

### 5                                   GENERAL ALLEGATIONS

6           68. The Property is located on the northwest corner of the intersection of Thomas  
7 Avenue and Hawes Street in San Francisco. The Property occupies approximately 30,000 to  
8 35,000 square feet, one half of which is a former office/process building, and one half of which is  
9 a yard previously used for drum storage and, at various times, drum reconditioning activities.  
10 The Property is bordered by residential and vacant properties to the north, and by industrial  
11 properties to the northeast, east, south and west.

12           69. Beginning in or about 1948, and continuing until about 1987, various persons and  
13 entities operated drum reconditioning businesses on the Property. The various drum  
14 reconditioning businesses that operated on the Property received steel and plastic drums  
15 containing residues of aqueous wastes, organic chemicals, acids, oxidizers and oils from a variety  
16 of establishments. As part of the reconditioning process, the drums were flushed and recoated.  
17 As a result, the residual contents of the drums, as well as reconditioning chemicals, were  
18 released, or threatened to be released, at and from the Property. Ultimately, the residual drum  
19 contents and reconditioning chemicals released, or threatened to be released, at and from the  
20 Property were released, or threatened to be released, to the soil of the Property, to the soil of  
21 parcels of land adjacent to the Property, and to groundwater beneath and migrating from the  
22 Property. (The total area to which hazardous substances have been released, or threatened to be  
23 released, at and from the Property shall be referred to herein as the "Site").

24           70. In or about October 1983, the San Francisco Department of Public Health  
25 ("SFDPH") inspected the Property. In or about December 1983, SFDPH and DTSC, through its  
26 predecessor DHS, inspected the Property and took soil and liquid samples at the Property and at  
27 adjacent locations. The results of that sampling revealed elevated levels of copper, lead, zinc,  
28 selenium, polychlorinated biphenyls ("PCBs") and solvents at the various locations sampled.

1           71.     On or about May 21, 1985, DTSC, through its predecessor DHS, collected liquid  
2 and solid samples from the process collection sumps at the Property. The results of that  
3 sampling showed elevated concentrations of barium, cadmium, cobalt, chromium, copper, nickel  
4 and zinc, as well as not-naturally occurring concentrations of volatile organic solvents and  
5 pesticides such as chlordane and toxaphene.

6           72.     Beginning in or about 1987, and continuing until about 1988, DTSC, through its  
7 predecessor DHS, conducted an expedited response action ("ERA") at the Site. The ERA  
8 entailed the partial removal of hazardous substance-contaminated soil and stored waste materials  
9 from the Property; the partial removal of contaminated soil from residences and a vacant lot  
10 adjacent to the Property; the removal of buried drums from along the Property's northern fence  
11 line adjacent to the vacant lot; the disposal of the hazardous-substance contaminated soil, waste  
12 materials and drums removed from the Site at one or more permitted Class I hazardous waste  
13 disposal facilities; the interim capping of the Property's drum yard; and the fencing of that drum  
14 yard.

15           73.     In or about 1988 and 1989, DTSC, through its predecessor DHS, investigated the  
16 potential continued presence of hazardous substances in Site soil and groundwater. In or about  
17 July 1990, DTSC, through its predecessor DHS, arranged for 2,150 gallons of hazardous  
18 substance-contaminated groundwater generated during Site well development and sampling  
19 activities to be manifested, transported from the Site and treated at an off-Site permitted  
20 treatment facility. That same month, DTSC, through its predecessor DHS, arranged for 76 drums  
21 of hazardous substance-contaminated soil generated during Site soil drilling and sampling  
22 activities to be manifested, transported from the Site and disposed of at a permitted Class I  
23 hazardous waste disposal facility.

24           74.     In or about 1992, DTSC further investigated the potential continued presence of  
25 hazardous substances in Site soil and groundwater. In or about 1992, DTSC sampled outdoor  
26 soils at the Site, as well as the concrete floor of the Property's process building and soils beneath  
27 that floor. And in or about October 1992, DTSC arranged for two drums of hazardous substance-  
28 contaminated soil generated during Site soil drilling and sampling activities to be manifested,

1 transported from the Site and disposed of at a permitted Class I hazardous waste disposal facility.

2 75. Since 1993, DTSC has supervised the investigation of the contamination at the  
3 Site conducted by some or all of the defendants, most of which agreed to conduct that  
4 investigation pursuant to a Consent Order (the "Consent Order"), No. HSA 95/96-060, issued by  
5 DTSC. In or about October 1993, said defendants, acting under DTSC supervision, arranged for  
6 seven drums of hazardous substance-contaminated rinse and groundwater generated during Site  
7 well development and sampling activities in 1992 to be manifested, transported from the Site and  
8 treated at an off-Site permitted treatment facility. In or about July 1995, those defendants, acting  
9 under DTSC supervision, conducted flux-chamber air sampling at the Site. In or about August  
10 1995, those defendants conducted groundwater sampling at the Site, under DTSC supervision;  
11 those defendants reported the results of that sampling to DTSC in February 1996. Beginning in  
12 1996, and continuing until 2000, those defendants conducted a remedial investigation and a  
13 feasibility study for the Site. In 1998, DTSC reviewed a proposed Remedial Action Workplan,  
14 submitted by said defendants, for eight Shafter Avenue, San Francisco, back yards that adjoin the  
15 Property; on December 22, 1998, DTSC approved a Final Remedial Action Workplan. In 1999  
16 and 2000, DTSC reviewed a Remedial Investigation Report for the Site submitted by those  
17 defendants; DTSC approved a Remedial Investigation Report for the Site on March 22, 2000. In  
18 2000, DTSC reviewed a proposed Feasibility Study/Remedial Action Plan for the Site submitted  
19 by said defendants; on August 14, 2000, DTSC approved the Final Feasibility Study/Remedial  
20 Action Plan for the Site.

21 76. In the course of the sampling conducted at the Site, the following substances have  
22 been detected in the groundwater ("gw") and/or the soil ("s") of the Site: acenaphthene (gw);  
23 aldrin (s); anthracene (s); antimony (s); arsenic (gw,s); barium (gw,s); benzene (gw,s);  
24 benzo(a)anthracene (s); benzo(b)fluoranthene (s); benzo(k)fluoranthene (s); benzo(a)pyrene (s);  
25 benzoic acid (gw); a-BHC (s); b-BHC (s); d-BHC (gw); g-BHC(lindane) (s); bis(2-  
26 ethylhexyl)phthalate (gw); butyl benzyl phthalate (s); cadmium (gw,s); carbon disulfide (gw);  
27 chlordane (s); chlorobenzene (s); chromium (gw,s); chrysene (s); copper (gw,s); 4,4-DDD (s);  
28 4,4-DDE (s); 4,4-DDT (s); 1,2-dichlorobenzene (gw,s); 1,4-dichlorobenzene (s); 1,1-

1 dichloroethane (gw); 1,2-dichloroethane (gw,s); 1,2-dichloroethylene (gw,s); dieldrin (s); diethyl  
2 phthalate (gw); 2,4-dimethylphenol (gw,s); di-n-octyl phthalate (s); endosulfan sulfate (s); endrin  
3 (s); endrin aldehyde (s); ethylbenzene (gw,s); fluoranthene (gw); fluorene (gw); heptachlor  
4 (gw,s); heptachlor epoxide (s); isophorone (s); lead (gw,s); mercury (gw,s); methoxychlor (s); 4-  
5 methyl-2-pentanone (s); naphthalene (gw,s); nickel (gw,s); phenanthrene (s); polychlorinated  
6 biphenyls (PCBs: arochlor 1016, 1221, 1232, 1242, 1248, 1254, 1260) (s); phenol (gw); pyrene  
7 (s); selenium (gw); silver (gw,s); styrene (s); 1,1,2,2-tetrachloroethane (s); tetrachloroethylene  
8 (i.e. perchloroethylene) (gw,s); thallium (gw); toluene (gw,s); toxaphene (s); 1,2,4-  
9 trichlorobenzene (s); trichloroethylene (gw,s); vanadium (gw,s); vinyl chloride (gw); xylene  
10 (gw,s); and zinc (gw,s).

11 77. In the course of the sampling conducted at the Site, the following substances have  
12 been detected in the soil of the Property's process building in concentrations that render them  
13 hazardous wastes, or potential hazardous wastes, under California law: antimony; arsenic;  
14 barium; benzene; cadmium; chromium; copper; 4,4-DDE; 4,4-DDD; 4,4-DDT; lead, mercury,  
15 nickel; PCB-1260; tetrachloroethylene; trichloroethylene and zinc.

16 78. In the course of the sampling conducted at the Site, the following substances have  
17 been detected in the Site's groundwater in concentrations that exceed safe drinking water  
18 standards: benzene; chromium; 1,1-dichloroethane; 1,2-dichloroethene; cis-1,2-  
19 dichloroethylene; trans-1,2-dichloroethylene; lead; tetrachloroethylene; toluene;  
20 trichloroethylene and vinyl chloride.

21 79. The materials found in the Site's soil and groundwater, and in the Property's  
22 process collection sumps, which materials are set forth in paragraphs 70, 71, 76, 77, and 78  
23 hereof, constitute "hazardous substances" within the meaning of 42 U.S.C. § 9601(14).

24 80. On March 14, 1996, DTSC issued the Consent Order. On September 19, 1997,  
25 DTSC modified the Consent Order to name additional respondents. As of September 19, 1997,  
26 each of the defendants, except Alternative Materials Technology, Incorporated, Hewlett-Packard  
27 Company, Redding Petroleum, Incorporated, Unocal, the United States Defense Reutilization &  
28 Marketing Service and Vopak, had signed the Consent Order. By signing the Consent Order,



1 those defendants agreed to undertake, under DTSC supervision, the following activities, among  
2 others, at and for the Site: preparation of a Baseline Risk Assessment Report; conduct (for a  
3 time) of groundwater monitoring; conduct of a remedial investigation and a feasibility study;  
4 preparation of Remedial Investigation, Feasibility Study and Risk Assessment Reports;  
5 preparation of a revised Public Participation Plan; and preparation of a draft Remedial Action  
6 Plan.

7 81. On April 4, 1996, DTSC issued an Imminent and Substantial Endangerment  
8 Determination and Order (the "ISE Order"), I&SE 95/96-004, to more than twenty additional  
9 parties, including U.S. Cellulose Company (the predecessor of Alternative Materials Technology,  
10 Incorporated), Hewlett-Packard Company, Redding Petroleum, Incorporated, Unocal and the  
11 United States Defense Reutilization & Marketing Service. The ISE Order required the parties to  
12 which it was issued to undertake, under DTSC supervision, the following activities, among  
13 others, at and for the Site: preparation of a Baseline Risk Assessment Report; conduct (for a  
14 time) of groundwater monitoring; conduct of a remedial investigation and a feasibility study;  
15 preparation of Remedial Investigation, Feasibility Study and Risk Assessment Reports;  
16 preparation of a revised Public Participation Plan; and preparation of a draft Remedial Action  
17 Plan.

18 82. Beginning in or about 1996 and continuing until or about 2000, the defendants  
19 complied with the Consent Order and/or the ISE Order, and conducted the activities required by  
20 the Consent Order and the ISE Order under DTSC's supervision.

21 83. The activities conducted and supervised, and to be conducted and supervised, by  
22 DTSC and DHS at and for the Site, including but not limited to those activities described more  
23 fully in paragraphs 70, 71, 72, 73, 74, 75, 80, 81 and 82 hereof, were, are and will be "removal"  
24 and "remedial" activities within the meaning of 42 U.S.C. §§ 9601(23) and 9601(24). As such,  
25 they were, are and will be "response" activities within the meaning of 42 U.S.C. § 9601(25).

26 84. The removal and remedial activities conducted and supervised, and to be  
27 conducted and supervised, by DTSC and DHS in connection with the Site were, are being and  
28 will be conducted in response to the "release" and threatened "release" (within the meaning of 42

1 U.S.C. § 9601(22)) of "hazardous substances" (within the meaning of 42 U.S.C. § 9601(14)) at  
2 the Site.

3 85. DTSC, in its own name and through its predecessor DHS, has incurred as yet  
4 unreimbursed costs to date in excess of \$4,100,000 conducting and supervising removal  
5 activities in response to the release and threatened release of hazardous substances at the Site.  
6 These costs were incurred in a manner not inconsistent with the National Contingency Plan  
7 ("NCP"), 40 C.F.R. Part 300.

8 86. DTSC will incur costs in the future conducting and supervising removal and  
9 remedial activities in response to the release and threatened release of hazardous substances at  
10 the Site. These future costs will be incurred in a manner not inconsistent with the NCP.

11 87. The Site is a "facility" or contains "facilities", within the meaning of 42 U.S.C. §  
12 9601(9).

13 88. The hazardous substances released and threatened to be released at the Site were  
14 released and threatened to be released and, absent further response action, are threatened to be  
15 further released, to the "environment", within the meaning of 42 U.S.C. § 9601(8).

16 89. DTSC has notified each of the defendants that it is legally responsible for any  
17 costs incurred by DTSC conducting and supervising removal and remedial activities in response  
18 to the release and threatened release of hazardous substances at the Site.

19  
20 **FIRST CLAIM FOR RELIEF**

21 **(Claim for Recovery of Response Costs Pursuant to  
22 section 107(a) of CERCLA)**

23 90. Plaintiff incorporates the allegations of paragraphs 1 through 89, inclusive, as  
24 though fully set forth herein.

25 91. Each of the defendants or its predecessor generated hazardous substances of a  
26 type, or of types, that have been released or threatened to be released at the Site, and arranged for  
27 the taking of said hazardous substances to the Property for treatment or disposal. As such, each  
28 of the defendants is jointly and severally liable to DTSC for the response costs DTSC has  
incurred, in its own name and through its predecessor DHS, in response to the release and

1 threatened release of hazardous substances at the Site, pursuant to section 107(a)(3) of CERCLA,  
2 42 U.S.C. § 9607(a)(3).

3 92. Each of the defendants is, or its predecessor was, a person described in section  
4 107(a) of CERCLA, 42 U.S.C. § 9607(a), with respect to one or more of the hazardous  
5 substances that were released and/or threatened to be released at the Site.

6 93. Each of the defendants is jointly and severally liable to DTSC under section  
7 107(a) of CERCLA, 42 U.S.C. § 9607(a), for all costs that DTSC and DHS have incurred  
8 conducting and supervising response activities at and for the Site.

9  
10 **SECOND CLAIM FOR RELIEF**

11 **(Claim for Declaratory Relief Pursuant to**  
12 **section 113(g)(2) of CERCLA)**

13 94. Plaintiff incorporates the allegations of paragraphs 1 through 93, inclusive, as  
14 though fully set forth herein.

15 95. Pursuant to section 113(g)(2) of CERCLA, 42 U.S.C. § 9613(g)(2), DTSC is  
16 entitled to a declaratory judgment that each of the defendants is jointly and severally liable to  
17 DTSC in any subsequent action brought by DTSC to recover further costs or damages incurred in  
18 response to the release or threatened release of hazardous substances at the Site.

19 **PRAYER FOR RELIEF**

20 WHEREFORE, Plaintiff requests:

21 1. As to the first claim for relief, pursuant to 42 U.S.C. § 9607(a), that each  
22 of the defendants be ordered jointly and severally to pay Plaintiff all of the costs incurred by  
23 DTSC and DHS in response to the release and threatened release of hazardous substances  
24 described herein;

25 2. As to the second claim for relief, that the Court declare that each of the  
26 defendants is jointly and severally liable to Plaintiff for all the costs of removal, remedial and  
27 response action it will incur in the future in response to the release and threatened release of  
28 hazardous substances described herein;

- 1                   3.     That the Court award Plaintiff its attorneys' fees;  
2                   4.     That the Court award Plaintiff its costs of suit; and  
3                   5.     That the Court enter such other and further relief as it deems just and  
4 proper.

5 Dated: 12/27/00

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Assistant Attorney General

8 By:

Kevin James  
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Deputy Attorney General

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Substances Control

12 C:\Data\DOJ\James\BAD\bad.complaint.wpd

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8  
9 **UNITED STATES DISTRICT COURT**  
10 **NORTHERN DISTRICT OF CALIFORNIA**

11 STATE OF CALIFORNIA DEPARTMENT OF  
TOXIC SUBSTANCES CONTROL,

12  
13 Plaintiff,

14 v.

15 AEROJET-GENERAL CORPORATION; ALLIED-  
SIGNAL, INCORPORATED; ALTERNATIVE  
16 MATERIALS TECHNOLOGY, INCORPORATED  
(for U.S. CELLULOSE); ASHLAND CHEMICAL,  
INCORPORATED; CHEMCENTRAL  
CORPORATION; CHEVRON U.S.A.,  
17 INCORPORATED; COURTAULDS COATINGS,  
INCORPORATED (for INTERNATIONAL PAINT  
18 COMPANY); DELTA AIR LINES,  
INCORPORATED; DORSETT & JACKSON,  
19 INCORPORATED; THE DOW CHEMICAL  
COMPANY; E.I. DuPONT de NEMOURS & CO.,  
20 INCORPORATED; EUREKA CHEMICAL  
COMPANY; EUREKA FLUID WORKS; FORD  
21 MOTOR COMPANY; GENERAL MOTORS  
CORPORATION; GREAT WESTERN  
22 CHEMICAL COMPANY; HEWLETT-PACKARD  
COMPANY; INTER-STATE OIL COMPANY;  
23 INGERSOLL-RAND COMPANY (for SCHLAGE  
LOCK COMPANY); INTEL CORPORATION;  
24 INTERNATIONAL PAPER COMPANY (for  
STECHER-TRAUNG-SCHMIDT); KAISER  
25 ALUMINUM & CHEMICAL CORPORATION;  
LITTON ELECTRON DEVICES (a division of  
26 LITTON SYSTEMS, INCORPORATED);  
LOCKHEED MARTIN CORPORATION (successor  
27 to LOCKHEED MISSILES & SPACE COMPANY,  
INCORPORATED); MAXUS ENERGY  
28 CORPORATION (for OCCIDENTAL CHEMICAL

) No. C 00-4796 PJH

) **SETTLEMENT AGREEMENT**  
) **AND CONSENT DECREE**

1 CORPORATION, successor to DIAMOND )  
2 SHAMROCK CHEMICALS COMPANY, f.k.a. )  
3 DIAMOND SHAMROCK CORPORATION); )  
4 McKESSON HBOC, INCORPORATED; )  
5 MONSANTO COMPANY; NI INDUSTRIES, )  
6 INCORPORATED; NL INDUSTRIES, )  
7 INCORPORATED; THE O'BRIEN )  
8 CORPORATION (for FULLER-O'BRIEN PAINTS); )  
9 OLYMPIAN OIL COMPANY; OWENS-ILLINOIS, )  
10 INCORPORATED; PACIFIC GAS & ELECTRIC )  
11 COMPANY; PENNZOIL-QUAKER STATE )  
12 COMPANY; PUREGRO COMPANY; RAYCHEM )  
13 CORPORATION; REDDING PETROLEUM, )  
14 INCORPORATED; REDWOOD OIL COMPANY; )  
15 REICHHOLD CHEMICALS, INCORPORATED; )  
16 REYNOLDS METALS COMPANY; R. J. )  
17 McGLENNON COMPANY, INCORPORATED; )  
18 ROCHESTER MIDLAND CORPORATION (for )  
19 BYTECH CHEMICAL CORPORATION); ROHM )  
20 & HAAS COMPANY; ROMIC ENVIRON- )  
21 MENTAL TECHNOLOGIES CORPORATION )  
22 (successor to ROMIC CHEMICAL )  
23 CORPORATION); SANDOZ AGRO, )  
24 INCORPORATED (for ZOECON CORPORATION); )  
25 SAN FRANCISCO BAY AREA RAPID TRANSIT )  
DISTRICT; SEQUA CORPORATION (for )  
GENERAL PRINTING INK, a division of SUN )  
CHEMICAL); SHELL OIL COMPANY; SIMPSON )  
COATINGS GROUP, INCORPORATED; )  
STANFORD UNIVERSITY; THE STERO )  
COMPANY; SYNERGY PRODUCTION GROUP, )  
INCORPORATED (d.b.a. HALEY JANITORIAL )  
SUPPLY CO., INCORPORATED and WESTERN )  
CHEMICAL COMPANY); SYNTEX (U.S.A.), )  
INCORPORATED; TAP PLASTICS, )  
INCORPORATED; TELEDYNE RYAN )  
AERONAUTICAL, McCORMICK SELPH )  
ORDNANCE UNIT (for TELEDYNE McCORMICK )  
SELPH); TEXTRON, INCORPORATED; UNION )  
OIL COMPANY OF CALIFORNIA; UNITED AIR )  
LINES, INCORPORATED; UNITED STATES )  
DEFENSE REUTILIZATION MARKETING )  
SERVICE; UNITED TECHNOLOGIES )  
CORPORATION; UNIVERSITY OF CALIFORNIA; )  
VAN WATERS & ROGERS INCORPORATED; )  
VOPAK DISTRIBUTION AMERICAS )  
CORPORATION (f.k.a. UNIVAR CORPORA- )  
TION); W.R. GRACE & COMPANY; and W.R. )  
MEADOWS, INCORPORATED, )

26 Settling Defendants. )

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1           E.       "DTSC's Response Costs," as used in this Consent Decree, shall include  
2 all costs of "removal," "remedial action" or "response" (as those terms are defined by section  
3 101 of CERCLA), incurred or to be incurred by DTSC in response to the release or threatened  
4 release of hazardous substances at the Site, including prejudgment interest thereon through the  
5 Effective Date. Said term shall include all costs that are not inconsistent with the National  
6 Contingency Plan, 40 C.F.R. Part 300 ("NCP"), which may include, but not be limited to, direct  
7 labor costs; contractor, consultant and expert costs; travel and any other out-of-pocket expenses;  
8 the costs of identifying, developing evidence against, and pursuing claims against persons or  
9 entities liable for the release or threatened release of hazardous substances at the Site; indirect  
10 costs; oversight costs; applicable interest charges; and attorneys' fees.

11           F.       "Effective Date," as used in this Consent Decree, shall be the date upon  
12 which this Consent Decree is approved and entered by the Court.

13           G.       "Feasibility Study and Remedial Action Plan" or "FS/RAP," as used in  
14 this Consent Decree, shall refer to the Final Feasibility Study and Remedial Action Plan  
15 approved by DTSC for the Site on August 14, 2000, pursuant to California Health and Safety  
16 Code ("H&SC") section 25356.1.

17           H.       "Non-Federal Settling Defendants," as used in this Consent Decree, shall  
18 mean those parties identified in Exhibit B.

19           I.       "Removal Action Work Plan" or "RAW," as used in this Consent Decree,  
20 shall refer to the Final Soil Removal Action Work Plan, Eight Shafter Avenue Residential  
21 Backyards, San Francisco, California, approved by DTSC on December 22, 1998, pursuant to  
22 H&SC section 25356.1.

23           J.       "Response Costs," as used in this Consent Decree, shall include DTSC's  
24 Response Costs and all costs of "removal," "remedial action" or "response" (as those terms are  
25 defined by section 101 of CERCLA), incurred or to be incurred by any of the Settling  
26 Defendants in response to the release or threatened release of hazardous substances at the Site  
27 that are consistent with the NCP, including pre-judgment interest thereon through the Effective  
28 Date.



1 K. "Party" or "Parties," as used in this Consent Decree, shall mean one or all  
2 of the parties to this Consent Decree, as indicated by the context in which that term is used.

3 L. "Settling Defendants," as used in this Consent Decree, shall mean the  
4 Non-Federal Settling Defendants and the Settling Federal Agency.

5 M. "Settling Federal Agency," as used in this Consent Decree, shall mean the  
6 United States Defense Reutilization and Marketing Service.

7 N. "United States," means the United States of America, including its  
8 departments, agencies, and instrumentalities.

9 **RECITALS**

10 A. DTSC is the California state agency with primary jurisdiction over the  
11 response to the release and threatened release of hazardous substances at the Site.

12 B. DTSC began to investigate the release and threatened release of hazardous  
13 substances at the Site in or about 1982. Subsequent investigation of the soil ("s") at, and the  
14 ground water ("gw") beneath, the Site revealed the presence of the following hazardous  
15 substances: acenaphthene (gw); aldrin (s); anthracene (s); antimony (s); arsenic (gw,s); barium  
16 (gw,s); benzene (gw,s); benzo(a)anthracene (s); benzo(b)fluoranthene (s); benzo(k)fluoranthene  
17 (s); benzo(a)pyrene (s); benzoic acid (gw); a-BHC (s); b-BHC (s); d-BHC (gw); g-BHC(lindane)  
18 (s); bis(2-ethylhexyl)phthalate (gw); butyl benzyl phthalate (s); cadmium (gw,s); carbon disulfide  
19 (gw); chlordane (s); chlorobenzene (s); chromium (gw,s); chrysene (s); copper (gw,s); 4,4-DDD  
20 (s); 4,4-DDE (s); 4,4-DDT (s); 1,2-dichlorobenzene (gw,s); 1,4-dichlorobenzene (s); 1,1-  
21 dichloroethane (gw); 1,2-dichloroethane (gw,s); 1,2-dichloroethylene (gw,s); dieldrin (s); diethyl  
22 phthalate (gw); 2,4-dimethylphenol (gw,s); di-n-octyl phthalate (s); endosulfan sulfate (s); endrin  
23 (s); endrin aldehyde (s); ethylbenzene (gw,s); fluoranthene (gw); fluorene (gw); heptachlor  
24 (gw,s); heptachlor epoxide (s); isophorone (s); lead (gw,s); mercury (gw,s); methoxychlor (s); 4-  
25 methyl-2-pentanone (s); naphthalene (gw,s); nickel (gw,s); phenanthrene (s); polychlorinated  
26 biphenyls (PCBs: arochlor 1016, 1221, 1232, 1242, 1248, 1254, 1260) (s); phenol (gw); pyrene  
27 (s); selenium (gw); silver (gw,s); styrene (s); 1,1,2,2-tetrachloroethane (s); tetrachloroethylene  
28 (i.e. perchloroethylene) (gw,s); thallium (gw); toluene (gw,s); toxaphene (s); 1,2,4-

1 trichlorobenzene (s); trichloroethylene (gw,s); vanadium (gw,s); vinyl chloride (gw); xylene  
2 (gw,s); and zinc (gw,s).

3 C. Under DTSC's supervision, and pursuant to Consent Order No. HSA  
4 95/96-060 (the "Consent Order"), issued by DTSC on March 14, 1996, the Settling Defendants  
5 conducted a Remedial Investigation ("RI") and a Feasibility Study ("FS") for the Site. Pursuant  
6 to the Consent Order, in 1996 the Settling Defendants also paid DTSC \$310,000.00 toward its  
7 alleged Response Costs. Pursuant to DTSC's request, the Settling Defendants also conducted an  
8 investigation of eight Shafter Avenue backyards that adjoin the Property; on December 22, 1998,  
9 DTSC approved the RAW, which was based on the Settling Defendants' investigation. DTSC  
10 approved the Settling Defendants' RI Report for the Site on March 22, 2000; the Settling  
11 Defendants' final FS Report for the Site was incorporated into the FS/RAP. On August 14,  
12 2000, DTSC approved the FS/RAP. A Notice of Determination that the FS/RAP had been  
13 approved was filed by DTSC with the Governor's Office of Planning and Research on August 17,  
14 2000.

15 D. DTSC and the Settling Defendants believe that the Settling Defendants  
16 have performed all of their obligations under the Consent Order in a manner consistent with the  
17 NCP.

18 E. DTSC has incurred, and will continue to incur, Response Costs. As of  
19 September 30, 2000, DTSC's total unreimbursed Response Costs exceeded \$4,100,000. DTSC,  
20 moreover, estimates that it will incur Response Costs in the future in excess of \$100,000. The  
21 activities conducted by DTSC in response to the release and threatened release of hazardous  
22 substances at the Site have included and will include supervision of soil, ground water and  
23 surface water sampling at the Site; supervision of the preparation, by various Settling  
24 Defendants, of the RI Report, the draft Soil Removal Action Work Plan, Eight Shafter Avenue  
25 Residential Backyards, San Francisco, California, and the draft Feasibility Study/Remedial  
26 Action Plan for the Site; review and approval of the RAW and the FS/RAP; and supervision of  
27 the remediation of the Site.

28 F. The Complaint alleges:

- 1                   1.       that each of the Settling Defendants (or its predecessor) sent  
2 hazardous substances to the Property for treatment and/or disposal;
- 3                   2.       that hazardous substances were released or threatened to be  
4 released at the Site;
- 5                   3.       that removal and remedial action was and is necessary at and for  
6 the Site to remove and remedy the hazardous substances released and threatened to be released at  
7 the Site;
- 8                   4.       that DTSC incurred Response Costs conducting and supervising  
9 removal and/or remedial activities in response to the release and threatened release of hazardous  
10 substances at the Site; and
- 11                  5.       that each of the Settling Defendants is jointly and severally liable  
12 to DTSC for all of its as yet unreimbursed Response Costs.

13               G.       The Complaint seeks to recover all unreimbursed Response Costs that  
14 have been and will be incurred by DTSC, and certain declaratory relief.

15               H.       By entering into this Consent Decree, the Settling Defendants make no  
16 admission of liability nor do they admit or acknowledge any causal or other relationship between  
17 any of their activities, past or present, and any conditions at or around the Site, nor do the  
18 Settling Defendants admit or acknowledge any legal responsibility, apart from that created by  
19 this Consent Decree, for any such conditions or for remedying any contamination. The Settling  
20 Defendants expressly deny any such relationship, liability or responsibility. By entering into this  
21 Consent Decree, the Settling Defendants are not waiving any right, claim, remedy, cause of  
22 action or defense in this or any other proceeding, except as explicitly stated in this Consent  
23 Decree. Except as set forth in section 13 of this Consent Decree, this Consent Decree expressly  
24 does not create any rights and/or obligations to third parties. Except as expressly provided  
25 herein, nothing in this Consent Decree shall be taken as an admission by the Settling Defendants  
26 of the truth of any statement of fact or conclusion of law in this or any other proceeding.

27               I.       Each of the Parties to this Consent Decree represents and acknowledges  
28 that, in deciding whether to enter into this Consent Decree, it has not relied on any statement of

1 fact, statement of opinion, or representation, express or implied, made by any other Party. Each  
2 of the Parties to this Consent Decree has investigated the subject matter of this Consent Decree to  
3 the extent necessary to make a rational and informed decision to execute it, and has had the  
4 opportunity to consult independent counsel.

5 J. DTSC and the Settling Defendants agree that settlement without further  
6 litigation and without the admission or adjudication of any issue of fact or law is the most  
7 appropriate means of resolving this action with respect to the Settling Defendants. This Consent  
8 Decree was negotiated and executed by DTSC and the Settling Defendants in good faith to avoid  
9 prolonged and complicated litigation. DTSC, moreover, has negotiated and executed this  
10 Consent Decree to further the public interest.

11  
12 The Court, on the motion and with the consent of each of the Parties, hereby  
13 ORDERS, ADJUDGES AND DECREES as follows:

14  
15 1. **JURISDICTION**

16 The Court has subject matter jurisdiction over the matters alleged in this action  
17 pursuant to 28 U.S.C. section 1331 and 42 U.S.C. section 9613(b) and personal jurisdiction over  
18 each of the parties to this Consent Decree. Venue is appropriate in this district pursuant to 42  
19 U.S.C. section 9613(b). The Court, further, has the authority to enter this Consent Decree as a  
20 consent decree of the Court.

21 2. **SETTLEMENT OF DISPUTED CLAIMS**

22 2.1 This Consent Decree represents a fair, reasonable and equitable settlement  
23 of the matters addressed herein.

24 2.2 For the purposes of this Consent Decree, the Settling Defendants admit  
25 none of the allegations of the Complaint. Nothing in this Consent Decree shall be construed as  
26 an admission of any issue of law or fact or of any violation of law. The Settling Defendants  
27 expressly deny any relationship between any of their activities and any conditions at the Site, and  
28 expressly deny any liability with respect to any Site conditions. Notwithstanding the foregoing,

1 the Settling Defendants acknowledge their responsibility pursuant to this Consent Decree to  
2 perform those acts they have agreed to undertake in this Consent Decree, and shall not deny such  
3 responsibility in any proceeding brought by DTSC to enforce this Consent Decree.

4           2.3     Except as set forth in sections 3.11, 6.4, 9.1, 9.3 and 9.4 of this Consent  
5 Decree, nothing in this Consent Decree shall prejudice, waive, or impair any right, remedy or  
6 defense that the Settling Defendants may have in any other or further legal proceeding. Nothing  
7 in this section shall affect the covenant not to sue set forth in section 8.1 of this Consent Decree.

8           3.     **REMEDATION**

9           3.1     Subject to the limitations set forth in sections 3.2 and 5.6, below, the Non-  
10 Federal Settling Defendants shall implement the RAW and the FS/RAP, as approved by DTSC.  
11 A copy of the portion of the RAW known as the "Selection of the Preferred Alternative and  
12 Work Plan" is attached hereto as Exhibit C and is incorporated herein by this reference. A copy  
13 of the portion of the FS/RAP known as the "Remedial Action Summary" is attached hereto as  
14 Exhibit D and is incorporated herein by this reference.

15           3.2     The Non-Federal Settling Defendants' obligation to implement the RAW  
16 pursuant to this Consent Decree is conditioned upon access being granted for the purpose of  
17 implementing the RAW by the owners of the eight Shafter Avenue Properties described in the  
18 RAW. The Non-Federal Settling Defendants' obligation to implement the RAW with respect to  
19 any one of the eight Shafter Avenue Properties shall terminate if such access has not been  
20 provided to the Non-Federal Settling Defendants within seven (7) days of the date that the Non-  
21 Federal Settling Defendants begin performing field work at the Site in accordance with the  
22 approved "Remedial Design and Implementation Plan" described in section 3.4, below. The  
23 Non-Federal Settling Defendants, moreover, shall have no obligation to implement the FS/RAP,  
24 pursuant to this Consent Decree, unless and until access to the Property for the purpose of  
25 implementing the FS/RAP is offered to the Non-Federal Settling Defendants, on reasonable  
26 terms, by the owner(s) of the Property or their authorized representative(s), or is otherwise  
27 secured.

28           3.3     Subject to the limitations set forth in section 3.2, above, the RAW and the

1 FS/RAP shall be implemented under the direction and supervision of either a State of California  
2 licensed professional engineer or a State of California registered engineering geologist, as  
3 required by the California Business and Professions Code. The Non-Federal Settling Defendants  
4 shall, within fifteen (15) days of the Court's entry of this Consent Decree as a consent decree of  
5 the Court, specify in writing to DTSC the name of the State of California licensed professional  
6 engineer or registered engineering geologist who will direct and supervise the Non-Federal  
7 Settling Defendants' implementation of the FS/RAP.

8               3.4     As soon as reasonably possible after this Consent Decree is approved and  
9 entered by the Court, and in no event later than forty-five (45) days from service of notice of  
10 such approval and entry, the Non-Federal Settling Defendants shall prepare and submit to DTSC,  
11 for its review and approval, a "Remedial Design and Implementation Plan" (the "Remedial  
12 Design"), as described in the FS/RAP.

13               3.5     If DTSC determines that the Remedial Design submitted by the Non-  
14 Federal Settling Defendants pursuant to section 3.4, above, fails to comply with the RAW and  
15 the FS/RAP, or fails adequately to protect public health and safety or the environment, DTSC  
16 may:

17                       (1)     modify the Remedial Design as it deems necessary and approve the  
18 Remedial Design as modified; or

19                       (2)     return comments to the Non-Federal Settling Defendants with  
20 recommended changes to the Remedial Design and a date by which the Non-Federal Settling  
21 Defendants must submit to DTSC a revised Remedial Design incorporating the recommended  
22 changes.

23 Any modifications, comments or other directives issued by DTSC, pursuant to this section, will  
24 be deemed incorporated into this Consent Decree, subject to the limitations of section 3.13,  
25 below. The Remedial Design for the Site approved by DTSC, or approved as modified pursuant  
26 to this section by DTSC, shall be deemed incorporated into this Consent Decree.

27               3.6     The removal of soils containing hazardous substances from the Site, as  
28 provided for in the RAW and the FS/RAP, shall begin as soon as reasonably possible after DTSC

1 approves a Remedial Design for the Site.

2           3.7     The FS/RAP provides that the Non-Federal Settling Defendants shall  
3 enhance the natural biological degradation of the hazardous substances in the ground water  
4 beneath the Site by placing into that ground water oxygen-releasing compounds that will  
5 promote such natural biological degradation. This portion of the FS/RAP shall be implemented  
6 under the direction and supervision of a State of California licensed professional geologist. The  
7 Non-Federal Settling Defendants shall, within fifteen (15) days of the Court's entry of this  
8 Consent Decree as a consent decree of the Court, specify in writing to DTSC the name of the  
9 State of California licensed professional geologist who will direct and supervise the Non-Federal  
10 Settling Defendants' placement of oxygen-releasing compounds into the ground water beneath  
11 the Site.

12           3.8     Subject to the limitations set forth in section 3.2, above, the Non-Federal  
13 Settling Defendants shall remove soils containing hazardous substances from the Site, as  
14 provided for by the RAW and the FS/RAP, in accordance with a Site Health and Safety Plan (the  
15 "Health and Safety Plan"), governing, among other things, the removal of such soils, to be  
16 approved by DTSC. The Non-Federal Settling Defendants shall place oxygen-releasing  
17 compounds into the ground water beneath the Site, as provided for by the FS/RAP, in accordance  
18 with the Health and Safety Plan, which shall also govern such placement. Upon DTSC approval,  
19 the Health and Safety Plan shall be deemed incorporated into this Consent Decree.

20           3.9     Within ninety (90) days of completing the removal of soils containing  
21 hazardous substances, as provided for by the RAW and the FS/RAP, or within ninety (90) days  
22 of completing the initial placement of oxygen-releasing compounds into the ground water  
23 beneath the Site, as provided for by the FS/RAP, whichever is completed later, the Non-Federal  
24 Settling Defendants shall submit for DTSC review and approval an Implementation Report  
25 documenting the removal of soils containing hazardous substances in accordance with this  
26 Consent Decree, the RAW, the FS/RAP, the Remedial Design, and the Health and Safety Plan,  
27 and documenting the placement of such compounds into the ground water beneath the Site in  
28 accordance with this Consent Decree, the FS/RAP, the Remedial Design, and the Health and

1 Safety Plan. The Implementation Report shall include the certification of the State of California  
2 licensed professional engineer or registered engineering geologist directing and supervising the  
3 Non-Federal Settling Defendants' implementation of the RAW and the FS/RAP that soils  
4 containing hazardous substances have been removed in accordance with this Consent Decree, the  
5 RAW, the FS/RAP, the Remedial Design, and the Health and Safety Plan. The Implementation  
6 Report also shall include the certification of the State of California licensed professional  
7 geologist directing and supervising the Non-Federal Settling Defendants' placement of oxygen-  
8 releasing compounds into the ground water beneath the Site that such placement has been  
9 conducted in accordance with this Consent Decree, the FS/RAP, the Remedial Design and the  
10 Health and Safety Plan.

11               3.10 If DTSC determines that the Implementation Report submitted by the  
12 Non-Federal Settling Defendants pursuant to section 3.9, above, fails adequately to document  
13 that the Non-Federal Settling Defendants removed soils containing hazardous substances in  
14 accordance with this Consent Decree, the RAW, the FS/RAP, the Remedial Design, and the  
15 Health and Safety Plan, or fails adequately to document that the Non-Federal Settling Defendants  
16 placed oxygen-releasing compounds into the ground water beneath the Site in accordance with  
17 this Consent Decree, the FS/RAP, the Remedial Design and the Health and Safety Plan, DTSC  
18 may:

19               (i) modify the Implementation Report as it deems necessary and approve the  
20 Implementation Report as modified; or

21               (ii) return comments to the Non-Federal Settling Defendants with  
22 recommended changes to the Implementation Report and a date by which the Non-Federal  
23 Settling Defendants must submit to DTSC a revised Implementation Report incorporating the  
24 recommended changes.

25 Any modifications, comments or other directives issued by DTSC, pursuant to this section, will  
26 be deemed incorporated into this Consent Decree, subject to the limitations of section 3.13,  
27 below. In its written approval of a final Implementation Report for the Site, DTSC shall, to the  
28 extent that the activities undertaken by the Non-Federal Settling Defendants pursuant to section 3



1 of this Consent Decree have been consistent with the NCP, state its belief that the Non-Federal  
2 Settling Defendants' performance of those activities was consistent with the NCP.

3           3.11 The FS/RAP provides for the performance, concurrent with and  
4 subsequent to the removal of soils containing hazardous substances from the Site and the  
5 placement of oxygen-releasing compounds into the ground water beneath the Site, of long-term  
6 ground water monitoring at the Site. In consideration for the covenant not to sue set forth in  
7 section 8.1 of this Consent Decree, the Non-Federal Settling Defendants agree: (a) to conduct  
8 ground water monitoring, and other monitoring and maintenance activities, at and for the Site, as  
9 set forth in the draft Ground Water Operations Monitoring and Maintenance Agreement ("O/M  
10 Agreement"), attached hereto as exhibit E and incorporated herein by this reference; and (b) to  
11 execute a Ground Water Operations Monitoring and Maintenance Agreement for the Site  
12 substantially in the form of the O/M Agreement attached hereto as Exhibit E upon DTSC's  
13 approval of a Ground Water Operations Monitoring and Maintenance Plan for the Site, to be  
14 submitted by Respondents pursuant to this Consent Decree and the FS/RAP. The Non-Federal  
15 Settling Defendants agree not to seek any consideration or compensation from DTSC for their  
16 execution of such a Ground Water Operations Monitoring and Maintenance Agreement, apart  
17 from the covenant not to sue set forth in section 8.1 of this Consent Decree, and hereby waive  
18 any right, claim or cause of action for any such consideration or compensation.

19           3.12 The Non-Federal Settling Defendants shall conduct all activities required  
20 by this Consent Decree in compliance with all applicable state, local and federal requirements  
21 including, but not limited to, requirements to obtain permits and to assure worker safety.

22           3.13 If DTSC determines, pursuant either to section 3.5 or to section 3.10,  
23 above, that either the Remedial Design submitted to DTSC pursuant to section 3.4, above, or the  
24 Implementation Report submitted to DTSC pursuant to section 3.9, above, requires any  
25 modification, comment or directive, DTSC shall make a good faith effort to resolve informally  
26 the alleged deficiencies with the Non-Federal Settling Defendants. In the event that the Non-  
27 Federal Settling Defendants do not agree with DTSC's approval of a Remedial Design as  
28 unilaterally-modified pursuant to section 3.5, above, or with DTSC's approval of an

1 Implementation Report as unilaterally-modified pursuant to section 3.10, above, the Non-Federal  
2 Settling Defendants may appeal such approval to the Chief of DTSC's Statewide Cleanup  
3 Operations Division. Such an appeal shall be made within thirty (30) days of the Non-Federal  
4 Settling Defendants' receipt of an approved as unilaterally-modified Remedial Design, or an  
5 approved as unilaterally-modified Implementation Report. The Division Chief shall decide  
6 whether the Remedial Design or Implementation Report at issue will remain approved as  
7 modified, or whether it will be returned to the Non-Federal Settling Defendants for a further  
8 opportunity to modify it in a manner that addresses DTSC's concerns on a reasonable schedule to  
9 be determined by the Division Chief. The Division Chief's decision shall be DTSC's final  
10 determination of the matter. In any proceeding brought by DTSC to enforce any unilaterally-  
11 modified term(s) of an approved as unilaterally-modified Remedial Design, or an approved as  
12 unilaterally-modified Implementation Report, the Non-Federal Settling Defendants may preclude  
13 enforcement of such term(s) by demonstrating that they appealed the approval as unilaterally-  
14 modified of the Remedial Design or the Implementation Report at issue to the Division Chief,  
15 and that his or her decision that the Remedial Design or the Implementation Report at issue  
16 would remain approved as unilaterally-modified was an abuse of his or her discretion.

17                   4.       **STATE GOVERNMENT LIABILITIES**

18                   Neither DTSC nor any other agency of the State of California shall be liable for  
19 any injuries or damages to persons or property resulting from acts or omissions by the Settling  
20 Defendants in carrying out activities pursuant to this Consent Decree, nor shall DTSC or any  
21 other agency of the State of California be held as a party to any contract entered into by the  
22 Settling Defendants or their agents in securing access to the Site or in carrying out activities  
23 pursuant to this Consent Decree.

24                   5.       **PAYMENT OF PAST COSTS**

25                   5.1       Pursuant to sections 5.2 to 5.6, below, the Settling Defendants shall pay  
26 DTSC the sum of one million seven hundred twenty-five thousand dollars (\$1,725,000) towards  
27 Response Costs.

28                   5.2       **Payment by Non-Federal Settling Defendants:** Within sixty (60) days of

1 the Effective Date, the Non-Federal Settling Defendants shall pay to DTSC the sum of  
2 \$1,409,506.00, for reimbursement of DTSC's Response Costs. Payment under this section shall  
3 be made by certified or cashier's check made payable to Cashier, California Department of Toxic  
4 Substances Control, bearing on its face both the docket number of this proceeding and the phrase  
5 "Site No. 200011." That payment shall be sent to:

6 Department of Toxic Substances Control  
7 Accounting/Cashier  
8 400 P Street, 4th Floor  
9 P.O. Box 806  
10 Sacramento, CA 95812-0806

11 A copy of the check shall be mailed to:

12 Barbara Cook, P.E.  
13 Department of Toxic Substances Control  
14 Northern California--Coastal Cleanup Operations  
15 700 Heinz Avenue, Suite 200  
16 Berkeley, CA 94710

17 5.3 Payment by the United States: As soon as reasonably possible after the  
18 Effective Date, the United States, on behalf of the Settling Federal Agency, shall pay to DTSC  
19 the sum of \$315,494, for reimbursement of Response Costs. Payment under this section shall be  
20 made by certified or cashier's check made payable to Cashier, California Department of Toxic  
21 Substances Control, bearing on its face both the docket number of this proceeding and the phrase  
22 "Site No. 200011." That payment shall be sent to:

23 Department of Toxic Substances Control  
24 Accounting/Cashier  
25 400 P Street, 4th Floor  
26 P.O. Box 806  
27 Sacramento, CA 95812-0806

28 A copy of the check shall be mailed to:

29 Barbara Cook, P.E.  
30 Department of Toxic Substances Control  
31 Northern California--Coastal Cleanup Operations  
32 700 Heinz Avenue, Suite 200  
33 Berkeley, CA 94710

34 5.4 In the event that the payment required under section 5.3 is not made within  
35 180 days of the Effective Date, interest on the unpaid balance(s) shall be paid at the rate  
36 established pursuant to section 107(a) of CERCLA, 42 U.S.C. § 9607(a), commencing on the

1 181<sup>st</sup> day after the Effective Date, and accruing through the date of the payment(s).

2           5.5     The Parties to this Consent Decree recognize and acknowledge that the  
3 payment obligations of the United States under this Consent Decree can only be paid from  
4 appropriated funds legally available for such purpose. Nothing in this Consent Decree shall be  
5 interpreted or construed as a commitment or requirement that the United States obligate or pay  
6 funds in contravention of the Anti-Deficiency Act, 31 U.S.C. § 1341, or any other applicable  
7 provision of law.

8           5.6     Except as set forth in sections 7.1 and 7.2, performance of the payment  
9 made by the United States pursuant to section 5.3 is in full settlement of United States' alleged  
10 liabilities in connection with the Site. Accordingly, the United States is not subject to the  
11 provisions set forth in sections 3.2. to 3.13 and 6.1 to 6.4 of this Consent Decree.

12                   6.     **PAYMENT OF COSTS INCURRED BY DTSC SUBSEQUENT TO**  
13                   **ENTRY OF CONSENT ORDER**

14           6.1     Subsequent to the entry of this Consent Decree as a consent decree of the  
15 Court, DTSC shall notify the Non-Federal Settling Defendants in writing quarterly of the  
16 Response Costs it contends that it incurred during the previous quarter. DTSC shall notify the  
17 Non-Federal Settling Defendants of the Response Costs it contends that it incurred between July  
18 1 and September 30 of any calendar year on or before December 31 of the same calendar year.  
19 DTSC shall notify the Non-Federal Settling Defendants of the Response Costs it contends that it  
20 incurred between October 1 and December 31 of any calendar year on or before March 31 of the  
21 following calendar year. DTSC shall notify the Non-Federal Settling Defendants of the  
22 Response Costs it contends that it incurred between January 1 and March 31 of any calendar year  
23 on or before June 30 of the same calendar year. DTSC shall notify the Non-Federal Settling  
24 Defendants of the Response Costs it contends that it incurred between April 1 and June 30 of any  
25 calendar year on or before October 31 of the same calendar year. DTSC's obligations under this  
26 section shall begin with the first quarter that ends after the entry of this Consent Decree as a  
27 consent decree of the Court; DTSC shall notify the Non-Federal Settling Defendants of the  
28 Response Costs that it contends that it incurred during that quarter, subsequent to the entry of the

1 Consent Decree as a consent decree of the Court, in accordance with the schedule set forth in this  
2 section.

3           6.2     The Non-Federal Settling Defendants shall pay any Response Costs  
4 actually incurred by DTSC, subsequent to the entry of this Consent Decree as a consent decree of  
5 the Court, that are incurred in a manner not inconsistent with the NCP, and that are included in  
6 the quarterly notices to the Non-Federal Settling Defendants required by section 6.1, above. The  
7 Non-Federal Settling Defendants shall pay such Response Costs on a quarterly basis, within sixty  
8 (60) days of receipt of each notice sent by DTSC pursuant to section 6.1, above. Each such  
9 payment shall be made by check, made payable to "DTSC Accounting," and shall bear on its  
10 face both the docket number of this action and the phrase "Site Code 200011." Each check shall  
11 be sent to Cashier, DTSC Accounting, P.O. Box 806, Sacramento, CA 95812-0806.

12           6.3     In the event that the Non-Federal Settling Defendants (or any one of them)  
13 dispute any amount included or set forth in any quarterly notice sent by DTSC pursuant to  
14 section 6.1, above, the Non-Federal Settling Defendants shall notify DTSC in writing within  
15 thirty (30) days of receipt of the notice. In such event, one or more representatives of the Non-  
16 Federal Settling Defendants and one or more DTSC representatives shall meet within thirty (30)  
17 days of the Non-Federal Settling Defendants' written notice to DTSC of their desire to dispute  
18 the amount included or set forth in DTSC's quarterly notice; the representatives shall attempt, in  
19 good faith, to resolve the dispute between DTSC and the Non-Federal Settling Defendants  
20 regarding said amount.

21           6.4     In the event that the representatives of DTSC and the Non-Federal Settling  
22 Defendants are unable to resolve a dispute between DTSC and the Non-Federal Settling  
23 Defendants regarding an amount included or set forth in a quarterly notice sent by DTSC  
24 pursuant to section 6.1, above, DTSC and the Non-Federal Settling Defendants shall have all  
25 rights, remedies and defenses conferred upon them by law with respect to said dispute.  
26 Specifically, DTSC shall have the right to assert any claim or cause of action for recovery of any  
27 Response Costs that it has incurred, or may incur in the future, subsequent to the entry of this  
28 Consent Decree as a consent decree of the Court. The Non-Federal Settling Defendants shall

1 retain all of their rights and defenses with respect to any such claim or cause of action, including  
2 the right to contend that some or all of the costs sought by DTSC: were not, in fact, incurred by  
3 DTSC; did not constitute Response Costs, as that term is defined in this Consent Decree; and/or  
4 were incurred in a manner inconsistent with the NCP. Notwithstanding the foregoing, however,  
5 the Non-Federal Settling Defendants waive their right to contend, in any action or proceeding  
6 brought by DTSC to recover Response Costs allegedly incurred by DTSC, subsequent to the  
7 entry of this Consent Decree as a consent decree of the Court, that they are not liable to DTSC  
8 for the Response Costs actually incurred by DTSC, subsequent to the entry of this Consent  
9 Decree as a consent decree of the Court, that are or were incurred in a manner not inconsistent  
10 with the NCP.

11                 7.       **RESERVATION OF RIGHTS**

12                 7.1       Except as expressly provided in this Consent Decree, nothing in the  
13 Consent Decree is intended, nor shall be construed, to preclude DTSC from exercising its  
14 authority under any law, statute or regulation. Furthermore, nothing in this Consent Decree is  
15 intended, nor shall be construed, to preclude any state agency, department, board or entity, other  
16 than DTSC, or any federal or local agency, department, board or entity, from exercising its  
17 authority under any law, statute or regulation.

18                 7.2       Notwithstanding any other provision in this Consent Decree, DTSC  
19 reserves the right to institute proceedings in this action or in a new action, seeking to compel any  
20 of the Settling Defendants to perform additional removal or remedial activities at the Site, and/or  
21 seeking further reimbursement of DTSC's Response Costs (incurred as a result of the  
22 circumstances set forth below), if

23                         (a)       conditions previously unknown to DTSC, for which that Settling  
24 Defendant is liable under any statute or law, are discovered at the Site after the entry of the  
25 Consent Decree, and these conditions indicate that (1) a hazardous substance has been or is  
26 being released at the Site or there is a threat of such release into the environment and (2) the  
27 response performed at the Site is not protective of human health and the environment, or;

28                         (b)       DTSC receives information after the entry of the Consent Decree that was

1 not available to DTSC at the time the Consent Decree was entered, concerning matters for which  
2 that Settling Defendant is liable, and that information indicates, and the Director of DTSC  
3 determines, that the response performed at the Site is not protective of human health and the  
4 environment.

5           8.       **COVENANT NOT TO SUE BY DTSC**

6           8.1       Except as specifically provided in sections 6.4 and 7.2, above, and in  
7 section 8.4, below, and except as may be necessary to enforce the terms of this Consent Decree,  
8 as of the date this Consent Decree is entered as a consent decree of the Court, DTSC covenants  
9 not to sue the Settling Defendants pursuant to CERCLA, pursuant to the California Hazardous  
10 Substance Account Act ("HSAA"), California Health and Safety Code sections 25300 et seq., or  
11 pursuant to any other statute or regulation or common law theory, to: (1) recover DTSC's  
12 Response Costs; or (2) require the Settling Defendants to conduct removal or remedial activities  
13 in response to the release or threatened release of hazardous substances at the Site.

14           8.2       Except as specifically provided in sections 6.4 and 7.2, above, and in  
15 section 8.4, below, upon the Non-Federal Settling Defendants' full performance of their  
16 obligations under this Consent Decree, this Consent Decree constitutes and will be treated as a  
17 full and complete defense to, and forever will be a complete bar to, the commencement of  
18 prosecution of any claims, causes of action or forms of relief described in section 8.1, above, by  
19 DTSC against the Non-Federal Settling Defendants.

20           8.3       Except as specifically provided in section 7.2, above, and in section 8.4,  
21 below, upon the Settling Federal Agency's payment as provided in section 5.3, this Consent  
22 Decree constitutes and will be treated as a full and complete defense to, and forever will be a  
23 complete bar to, the commencement of prosecution of any claims, causes of action or forms of  
24 relief described in section 8.1, above, by DTSC against the Settling Federal Agency.

25           8.4       The covenant not to sue set forth in section 8.1, above, does not pertain to  
26 any matters other than those expressly specified therein. DTSC reserves, and this Consent  
27 Decree is without prejudice to, all rights, claims and causes of action DTSC may have against the  
28 Settling Defendants with respect to all other matters.

1                   9.       **COVENANTS NOT TO SUE BY THE SETTLING DEFENDANTS**

2                   9.1       The Settling Defendants covenant not to sue, and agree not to assert any  
3 claims or causes of action against, DTSC, or its contractors or employees, for any costs or  
4 damages they might incur, or for any injuries or losses they might suffer, as a result of their  
5 performance of the requirements of this Consent Decree. The Settling Defendants further  
6 covenant not to sue, and agree not to assert any claims or causes of action against, DTSC, or its  
7 contractors or employees, for contribution of any costs they have incurred, or may incur in the  
8 future, conducting removal or remedial activities at and for the Site.

9                   9.2       Notwithstanding section 9.1 of this Consent Decree, in the event that  
10 DTSC seeks to require the Settling Defendants to perform further removal or remedial activities  
11 at or for the Site pursuant to section 7.2 of this Consent Decree, or in the event that DTSC seeks  
12 further reimbursement of Response Costs pursuant to section 7.2 of this Consent Decree, the  
13 Settling Defendants may assert against DTSC any right, claim or cause of action for contribution  
14 of such further removal or remedial activities, or of such further Response Costs, authorized by  
15 statute or common law, and DTSC may assert against the Settling Defendants any defenses  
16 authorized by statute or common law to any such right, claim or cause of action. Moreover,  
17 notwithstanding section 9.1 of this Consent Decree, the Settling Defendants do not waive any  
18 claims against DTSC that may arise subsequent to the entry of this Consent Decree as a result of  
19 acts undertaken by DTSC in excess of its legal authority, or as a result of acts or omissions of  
20 DTSC employees that recklessly or intentionally cause injury to the Settling Defendants'  
21 employees or tangible property, or to the employees or tangible property of the Settling  
22 Defendants' agents.

23                   9.3       Subject to the provision set forth in section 9.4, the Non-Federal Settling  
24 Defendants hereby forever release, discharge, and covenant and agree not to assert (by way of  
25 commencement of an action, the joinder of the United States in an existing action or in any other  
26 fashion) any and all claims, causes of action, suits, or demands of any kind whatsoever in law or  
27 in equity which it may have had, or hereafter have, including, but not limited to, claims under  
28 CERCLA sections 107 and 113, against the United States for the "Matters Addressed" in this



1 Consent Decree, as that term is defined in Section 10.2.1.

2           9.4     The United States hereby releases and covenants not to sue the Non-  
3 Federal Settling Defendants for "Matters Addressed" in this Consent Decree, as that term is  
4 defined in section 10.2.1, except the United States specifically reserves its right to assert against  
5 Non-Federal Settling Defendants any claims or actions regarding the Site brought on behalf of  
6 the United States Environmental Protection Agency or a natural resource trustee. In such event,  
7 the releases and covenants provided in sections 9.3 and 9.4 shall have no effect to the extent of  
8 the claims brought by EPA or a natural resource trustee and the Settling Defendants reserve all  
9 claims and defenses as to those claims.

10           10.     **EFFECT OF CONSENT DECREE**

11           10.1     This Consent Decree constitutes the resolution of the Settling Defendants'  
12 liability to DTSC in a judicially approved settlement within the meaning of section 113(f)(2) of  
13 CERCLA, 42 U.S.C. section 9613(f)(2). This Consent Decree requires the Non-Federal Settling  
14 Defendants to complete the remediation of the hazardous substances released at the Site by  
15 implementing the RAW and the FS/RAP, and by executing and complying with a Ground Water  
16 Operations Monitoring and Maintenance Agreement. This Consent Decree also requires the  
17 Settling Defendants to make a significant contribution towards DTSC's Response Costs.

18           10.2     Provided that the Non-Federal Settling Defendants perform their  
19 obligations under this Consent Decree, the Non-Federal Settling Defendants shall be entitled, as  
20 of the date this Consent Decree is entered as a consent decree of the Court, to protection against  
21 all claims for contribution, pursuant to section 113(f)(2) of CERCLA, 42 U.S.C. section  
22 9613(f)(2), for the "Matters Addressed" by this Consent Decree, to the fullest extent permitted by  
23 law. The "Matters Addressed" by this Consent Decree are all actions taken or to be taken by  
24 DTSC, by any of the Settling Defendants, or by any third person or entity not a party to this  
25 Consent Decree, in response to the release or threatened release of hazardous substances at the  
26 Site, and all costs incurred or to be incurred by DTSC, by any of the Settling Defendants, or by  
27 any third person or entity not a party to this Consent Decree, in response to said release or  
28 threatened release.

1           10.3    Provided that the United States makes the payment pursuant to section 5.3  
2 of this Consent Decree, the Settling Federal Agency shall be entitled, as of the date this Consent  
3 Decree is entered as a consent decree of the Court, to protection against all claims for  
4 contribution, pursuant to section 113(f)(2) of CERCLA, 42 U.S.C. section 9613(f)(2), for the  
5 "Matters Addressed" by this Consent Decree, to the fullest extent permitted by law. The  
6 "Matters Addressed" by this Consent Decree are all actions taken or to be taken by DTSC, by  
7 any of the Settling Defendants, or by any third person or entity not a party to this Consent  
8 Decree, in response to the release or threatened release of hazardous substances at the Site, and  
9 all costs incurred or to be incurred by DTSC, by any of the Settling Defendants, or by any third  
10 person or entity not a party to this Consent Decree, in response to said release or threatened  
11 release.

12           10.4    Without limiting sections 10.2 and 10.3 hereof, this Consent Decree  
13 shall, to the fullest extent permitted by law, prevent the Settling Defendants from being held  
14 liable to any third person or entity not a party to this Consent Decree for any claims for  
15 contribution, indemnity or the like, asserted under any federal, state or common law, arising out  
16 of or related to any response, cleanup, removal or remedial actions or costs, which such third  
17 persons or entities may take, incur or defray at any time in response to the release or threatened  
18 release of hazardous substances at the Site.

19           10.5    Except as specifically provided in this Consent Decree, nothing in this  
20 Consent Decree is intended, nor shall be construed, to waive, release or otherwise affect any  
21 right, claim or cause of action held by any Party against, or to provide a covenant not to sue to,  
22 any third person or entity not a party to this Consent Decree, or to in any way limit, restrict, or  
23 impair the right of any Party to assert rights, claims, causes of actions and defenses against any  
24 third person or entity not a party to this Consent Decree, including without limitation the right to  
25 seek payment, reimbursement, contribution or indemnity from such persons or entities for  
26 obligations incurred or to be incurred, or actions taken or to be taken, under this Consent Decree.  
27 Except as specifically provided in this Consent Decree, the Parties expressly reserve any rights,  
28 claims, or causes of actions they might have against any third person or entity not a party to this

1 Consent Decree.

2 11. **NOTIFICATION**

3 Notification to or communication among the Parties as required or provided for in  
4 this Consent Decree shall be addressed as follows:

5 As to DTSC:

6 Barbara Cook, P.E.  
7 Department of Toxic Substances Control  
8 Northern California--Coastal Cleanup Operations  
9 700 Heinz Avenue, Suite 200  
10 Berkeley, CA 94710

9 As to Non-Federal Settling Defendants:

10 Nicholas W. van Aelstyn, Esq.  
11 Heller Ehrman White & McAuliffe L.L.P.  
12 333 Bush Street  
13 San Francisco, CA 94104-2878

13 As to Federal Settling Agency:

14 Chief, Environmental Defense Section  
15 United States Department of Justice  
16 Environment and Natural Resources Division  
17 P.O. Box 23986  
18 Washington, D.C. 20026-3986

17 12. **MODIFICATION OF SETTLEMENT AGREEMENT AND**  
18 **CONSENT DECREE**

19 This Consent Decree may only be modified upon the written approval of the  
20 Parties and the Court. DTSC and the Settling Defendants may, however, agree informally to  
21 modify the time period for completion of any activities required by this Consent Decree without  
22 seeking a formal modification of the Consent Decree from the Court. Any informal modification  
23 of the time period for completion of any activities required by this Consent Decree shall be set  
24 forth by the Parties in writing. DTSC and the Settling Defendants also may agree to modify any  
25 Ground Water Operations Monitoring and Maintenance Agreement into which they enter,  
26 without seeking a formal modification of this Consent Decree from the Court, by complying with  
27 any provision in that Agreement governing its modification. Nothing in this section is intended,  
28 nor shall be construed, to limit or otherwise affect DTSC's right, pursuant to sections 3.5 and

1 3.10 of this Consent Decree, unilaterally to modify the Remedial Design and the Implementation  
2 Report to be submitted by the Non-Federal Settling Defendants to DTSC pursuant to sections 3.4  
3 and 3.9 of this Consent Decree.

4 13. **APPLICATION OF CONSENT DECREE**

5 This Consent Decree shall apply to and be binding upon DTSC, each of the  
6 Settling Defendants, and each of their respective successors and assigns. The provisions of this  
7 Consent Decree shall inure to the benefit of DTSC, each of the Settling Defendants, and each of  
8 their respective successors and assigns. The provisions of this Consent Decree shall also inure to  
9 the benefit of the officers, directors, employees and agents of each of the Settling Defendants, in  
10 their capacities as such. This Consent Decree, however, does not settle, resolve or otherwise  
11 affect any claims for relief or causes of action DTSC has made or asserted, or which DTSC could  
12 make or assert in the future, against any of the officers, directors, employees or agents of the  
13 Settling Defendants, for any of the matters set forth in section 8.1 of this Consent Decree, that  
14 does not arise out of the status of the officer, director, employee or agent of a Settling Defendant  
15 as an officer, director, employee or agent of a Settling Defendant.

16 14. **AUTHORITY TO ENTER**

17 Each signatory to this Consent Decree certifies that he or she is fully authorized  
18 by the party he or she represents to enter into this Consent Decree, to execute it on behalf of the  
19 party represented and legally to bind that party.

20 15. **INTEGRATION**

21 This Consent Decree, including the exhibits and other materials incorporated  
22 herein by reference, constitutes the entire agreement among the Parties and may not be amended  
23 or supplemented except as provided for in this Consent Decree.

24 16. **RETENTION OF JURISDICTION**

25 The Court shall retain jurisdiction of this matter for the purpose of enforcing the  
26 terms of this Consent Decree.

27 17. **EXECUTION OF DECREE**

28 This Consent Decree may be executed in two or more counterparts, each of which

1 shall be deemed an original, but all of which together shall constitute one and the same  
2 instrument.

3 18. APPROVALS OF PARTIES

4 Plaintiff DTSC consents to this Consent Decree by its duly authorized  
5 representative as follows:

6 Dated: \_\_\_\_\_

STATE OF CALIFORNIA DEPARTMENT  
OF TOXIC SUBSTANCES CONTROL

9 By: \_\_\_\_\_

10 BARBARA J. COOK, P.E.  
11 Chief, Northern California--Coastal  
Cleanup Operations Branch, State of  
12 California Department of Toxic  
Substances Control

13 Non-Federal Settling Defendant Aerojet-General Corporation consents to this  
14 Consent Decree by its duly authorized representative as follows:

15 Dated: \_\_\_\_\_

AEROJET-GENERAL CORPORATION

17 By: \_\_\_\_\_

18 Its: \_\_\_\_\_

19 Non-Federal Settling Defendant Alternative Materials Technology, Inc. (for U.S.  
20 Cellulose) consents to this Consent Decree by its duly authorized representative as follows:

21 Dated: \_\_\_\_\_

ALTERNATIVE MATERIALS TECHNOLOGY,  
INC. (for U.S. CELLULOSE)

23 By: \_\_\_\_\_

24 Its: \_\_\_\_\_

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1 Non-Federal Defendant Ashland, Inc. (sued herein as Ashland Chemical,  
2 Incorporated) consents to this Consent Decree by its duly authorized representative as follows:

3 Dated: \_\_\_\_\_ ASHLAND, INC.

4 By: \_\_\_\_\_

5 Its: \_\_\_\_\_  
6

7 Non-Federal Defendant ChemCentral Corporation consents to this Consent  
8 Decree by its duly authorized representative as follows:

9 Dated: \_\_\_\_\_ CHEMCENTRAL CORPORATION

10 By: \_\_\_\_\_

11 Its: \_\_\_\_\_  
12

13 Non-Federal Settling Defendant Chevron U.S.A., Inc. consents to this Consent  
14 Decree by its duly authorized representative as follows:

15 Dated: \_\_\_\_\_ CHEVRON U.S.A., INC.

16 By: \_\_\_\_\_

17 Its: \_\_\_\_\_  
18

19 Non-Federal Settling Defendant Courtaulds Coatings, Inc. (for International Paint  
20 Company) consents to this Consent Decree by its duly authorized representative as follows:

21 Dated: \_\_\_\_\_ COURTAULDS COATINGS, INC. (for  
22 INTERNATIONAL PAINT COMPANY)

23 By: \_\_\_\_\_

24 Its: \_\_\_\_\_  
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1 Non-Federal Settling Defendant Delta Air Lines, Inc. consents to this Consent  
2 Decree by its duly authorized representative as follows:

3 Dated: \_\_\_\_\_ DELTA AIR LINES, INC.

4 By: \_\_\_\_\_

5 Its: \_\_\_\_\_

6  
7 Non-Federal Settling Defendant Dorsett & Jackson, Inc. consents to this Consent  
8 Decree by its duly authorized representative as follows:

9 Dated: \_\_\_\_\_ DORSETT & JACKSON, INC.

10 By: \_\_\_\_\_

11 Its: \_\_\_\_\_

12  
13 Non-Federal Settling Defendant The Dow Chemical Company consents to this  
14 Consent Decree by its duly authorized representative as follows:

15 Dated: \_\_\_\_\_ THE DOW CHEMICAL COMPANY

16 By: \_\_\_\_\_

17 Its: \_\_\_\_\_

18  
19 Non-Federal Settling Defendant E.I. DuPont de Nemours & Company, Inc.  
20 consents to this Consent Decree by its duly authorized representative as follows:

21 Dated: \_\_\_\_\_ E.I. DUPONT DE NEMOURS & COMPANY, INC.

22 By: \_\_\_\_\_

23 Its: \_\_\_\_\_

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1 Non-Federal Settling Defendant Eureka Chemical Company consents to this  
2 Consent Decree by its duly authorized representative as follows:

3 Dated: \_\_\_\_\_ EUREKA CHEMICAL COMPANY

4 By: \_\_\_\_\_

5 Its: \_\_\_\_\_

6  
7 Non-Federal Settling Defendant Eureka Fluid Works consents to this Consent  
8 Decree by its duly authorized representative as follows:

9 Dated: \_\_\_\_\_ EUREKA FLUID WORKS

10 By: \_\_\_\_\_

11 Its: \_\_\_\_\_

12  
13 Non-Federal Settling Defendant Ford Motor Company consents to this Consent  
14 Decree by its duly authorized representative as follows:

15 Dated: \_\_\_\_\_ FORD MOTOR COMPANY

16 By: \_\_\_\_\_

17 Its: \_\_\_\_\_

18  
19 Non-Federal Settling Defendant General Motors Corporation consents to this Consent  
20 Decree by its duly authorized representative as follows:

21 Dated: \_\_\_\_\_ GENERAL MOTORS CORPORATION

22 By: \_\_\_\_\_

23 Its: \_\_\_\_\_

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1 Non-Federal Settling Defendant Great Western Chemical Company consents to  
2 this Consent Decree by its duly authorized representative as follows:

3 Dated: \_\_\_\_\_ GREAT WESTERN CHEMICAL COMPANY

4 By: \_\_\_\_\_

5 Its: \_\_\_\_\_

6  
7 Non-Federal Settling Defendant Hewlett-Packard Company consents to this  
8 Consent Decree by its duly authorized representative as follows:

9 Dated: \_\_\_\_\_ HEWLETT-PACKARD COMPANY

10 By: \_\_\_\_\_

11 Its: \_\_\_\_\_

12  
13 Non-Federal Defendant Honeywell International, Inc. (successor to Allied-Signal,  
14 Inc.) consents to this Consent Decree by its duly authorized representative as follows:

15 Dated: \_\_\_\_\_ HONEYWELL INTERNATIONAL, INC.  
(successor to ALLIED-SIGNAL, INC.)

16  
17 By: \_\_\_\_\_

18 Its: \_\_\_\_\_

19 Non-Federal Settling Defendant Inter-State Oil Company consents to this Consent  
20 Decree by its duly authorized representative as follows:

21 Dated: \_\_\_\_\_ INTER-STATE OIL COMPANY

22 By: \_\_\_\_\_

23 Its: \_\_\_\_\_

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1 Non-Federal Settling Defendant Ingersoll-Rand Company (for Schlage Lock  
2 Company) consents to this Consent Decree by its duly authorized representative as follows:

3 Dated: \_\_\_\_\_ INGERSOLL-RAND COMPANY (for SCHLAGE  
4 LOCK COMPANY)

5 By: \_\_\_\_\_

6 Its: \_\_\_\_\_

7 Non-Federal Settling Defendant Intel Corporation consents to this Consent Decree  
8 by its duly authorized representative as follows:

9 Dated: \_\_\_\_\_ INTEL CORPORATION

10 By: \_\_\_\_\_

11 Its: \_\_\_\_\_

12 Non-Federal Settling Defendant International Paper Company (for Stecher-Traung-  
13 Schmidt) consents to this Consent Decree by its duly authorized representative as follows:

14 Dated: \_\_\_\_\_ INTERNATIONAL PAPER COMPANY (for  
15 STECHER-TRAUNG-SCHMIDT)

16 By: \_\_\_\_\_

17 Its: \_\_\_\_\_

18 Non-Federal Settling Defendant Kaiser Aluminum & Chemical Corporation consents to  
19 this Consent Decree by its duly authorized representative as follows:

20 Dated: \_\_\_\_\_ KAISER ALUMINUM & CHEMICAL  
21 CORPORATION

22 By: \_\_\_\_\_

23 Its: \_\_\_\_\_

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1 Non-Federal Settling Defendant Litton Electron Devices (a division of Litton  
2 Systems, Inc.) consents to this Consent Decree by its duly authorized representative as follows:

3 Dated: \_\_\_\_\_ LITTON ELECTRON DEVICES (a division of  
4 LITTON SYSTEMS, INC.)

5 By: \_\_\_\_\_

6 Its: \_\_\_\_\_

7 Non-Federal Settling Defendant Lockheed Martin Corporation (successor to  
8 Lockheed Missiles & Space Company, Inc.) consents to this Consent Decree by its duly  
9 authorized representative as follows:

10 Dated: \_\_\_\_\_ LOCKHEED MARTIN CORPORATION (successor  
11 to LOCKHEED MISSILES & SPACE COMPANY,  
12 INC.)

13 By: \_\_\_\_\_

14 Its: \_\_\_\_\_

15 Non-Federal Settling Defendant Maxus Energy Corporation (for Occidental  
16 Chemical Corporation, successor to Diamond Shamrock Chemical Company) consents to this  
17 Consent Decree by its duly authorized representative as follows:

18 Dated: \_\_\_\_\_ MAXUS ENERGY CORPORATION (for  
19 OCCIDENTAL CHEMICAL CORPORATION,  
20 successor to DIAMOND SHAMROCK CHEMICAL  
21 COMPANY)

22 By: \_\_\_\_\_

23 Its: \_\_\_\_\_

24 Non-Federal Settling Defendant McKesson HBOC, Inc. consents to this Consent Decree  
25 by its duly authorized representative as follows:

26 Dated: \_\_\_\_\_ MCKESSON HBOC, INC.

27 By: \_\_\_\_\_

28 Its: \_\_\_\_\_

1 Non-Federal Settling Defendant Monsanto Company consents to this Consent  
2 Decree by its duly authorized representative as follows:

3 Dated: \_\_\_\_\_ MONSANTO COMPANY

4 By: \_\_\_\_\_

5 Its: \_\_\_\_\_

6  
7 Non-Federal Settling Defendant NI Industries, Inc. consents to this Consent  
8 Decree by its duly authorized representative as follows:

9 Dated: \_\_\_\_\_ NI INDUSTRIES, INC.

10 By: \_\_\_\_\_

11 Its: \_\_\_\_\_

12  
13 Non-Federal Settling Defendant NL Industries, Inc. consents to this Consent  
14 Decree by its duly authorized representative as follows:

15 Dated: \_\_\_\_\_ NL INDUSTRIES, INC.

16 By: \_\_\_\_\_

17 Its: \_\_\_\_\_

18  
19 Non-Federal Settling Defendant The O'Brien Corporation (for Fuller-O'Brien  
20 Paints) consents to this Consent Decree by its duly authorized representative as follows:

21 Dated: \_\_\_\_\_ THE O'BRIEN CORPORATION (for FULLER-  
22 O'BRIEN PAINTS)

23 By: \_\_\_\_\_

24 Its: \_\_\_\_\_

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1 Non-Federal Settling Defendant Olympian Oil Company consents to this Consent  
2 Decree by its duly authorized representative as follows:

3 Dated: \_\_\_\_\_ OLYMPIAN OIL COMPANY

4 By: \_\_\_\_\_

5 Its: \_\_\_\_\_

6  
7 Non-Federal Settling Defendant Owens-Illinois, Inc. consents to this Consent  
8 Decree by its duly authorized representative as follows:

9 Dated: \_\_\_\_\_ OWENS-ILLINOIS, INC.

10 By: \_\_\_\_\_

11 Its: \_\_\_\_\_

12  
13 Non-Federal Settling Defendant Pacific Gas & Electric Company consents to this  
14 Consent Decree by its duly authorized representative as follows:

15 Dated: \_\_\_\_\_ PACIFIC GAS & ELECTRIC COMPANY

16 By: \_\_\_\_\_

17 Its: \_\_\_\_\_

18  
19 Non-Federal Settling Defendant Pennzoil-Quaker State Company consents to this  
20 Consent Decree by its duly authorized representative as follows:

21 Dated: \_\_\_\_\_ PENNZOIL-QUAKER STATE COMPANY

22 By: \_\_\_\_\_

23 Its: \_\_\_\_\_

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1 Non-Federal Settling Defendant PureGro Company consents to this Consent

2 Decree by its duly authorized representative as follows:

3 Dated: \_\_\_\_\_ PUREGRO COMPANY

4 By: \_\_\_\_\_

5 Its: \_\_\_\_\_

6  
7 Non-Federal Settling Defendant Redding Petroleum, Inc. consents to this Consent

8 Decree by its duly authorized representative as follows:

9 Dated: \_\_\_\_\_ REDDING PETROLEUM, INC.

10 By: \_\_\_\_\_

11 Its: \_\_\_\_\_

12  
13 Non-Federal Settling Defendant Redwood Oil Company consents to this Consent

14 Decree by its duly authorized representative as follows:

15 Dated: \_\_\_\_\_ REDWOOD OIL COMPANY

16 By: \_\_\_\_\_

17 Its: \_\_\_\_\_

18  
19 Non-Federal Settling Defendant Reichhold Chemicals, Inc. consents to this

20 Consent Decree by its duly authorized representative as follows:

21 Dated: \_\_\_\_\_ REICHHOLD CHEMICALS, INC.

22 By: \_\_\_\_\_

23 Its: \_\_\_\_\_

24  
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1 Non-Federal Settling Defendant Reynolds Metals Company consents to this  
2 Consent Decree by its duly authorized representative as follows:

3 Dated: \_\_\_\_\_ REYNOLDS METALS COMPANY

4 By: \_\_\_\_\_

5 Its: \_\_\_\_\_  
6

7 Non-Federal Settling Defendant R.J. McGlennon Company, Inc. consents to this  
8 Consent Decree by its duly authorized representative as follows:

9 Dated: \_\_\_\_\_ R.J. McGLENNON COMPANY, INC.

10 By: \_\_\_\_\_

11 Its: \_\_\_\_\_  
12

13 Non-Federal Settling Defendant Rochester Midland Corporation (for Bytech  
14 Chemical Corporation) consents to this Consent Decree by its duly authorized representative as  
15 follows:

16 Dated: \_\_\_\_\_ ROCHESTER MIDLAND CORPORATION (for  
17 BYTECH CHEMICAL CORPORATION)

18 By: \_\_\_\_\_

19 Its: \_\_\_\_\_  
20

21 Non-Federal Settling Defendant Rohm & Haas Company consents to this Consent  
22 Decree by its duly authorized representative as follows:

23 Dated: \_\_\_\_\_ ROHM & HAAS COMPANY

24 By: \_\_\_\_\_

25 Its: \_\_\_\_\_  
26 //

27 //

28 //

1 Non-Federal Settling Defendant Sandoz Agro, Inc. (for Zoecon Corporation)  
2 consents to this Consent Decree by its duly authorized representative as follows:

3 Dated: \_\_\_\_\_ SANDOZ AGRO, INC. (for ZOECON  
4 CORPORATION)

5 By: \_\_\_\_\_

6 Its: \_\_\_\_\_

7 Non-Federal Settling Defendant San Francisco Bay Area Rapid Transit District  
8 consents to this Consent Decree by its duly authorized representative as follows:

9 Dated: \_\_\_\_\_ SAN FRANCISCO BAY AREA RAPID TRANSIT  
10 DISTRICT

11 By: \_\_\_\_\_

12 Its: \_\_\_\_\_

13 Non-Federal Settling Defendant Sequa Corporation (for General Printing Ink, a  
14 division of Sun Chemical) consents to this Consent Decree by its duly authorized representative  
15 as follows:

16 Dated: \_\_\_\_\_ SEQUA CORPORATION (for GENERAL  
17 PRINTING INK, a division of SUN CHEMICAL)

18 By: \_\_\_\_\_

19 Its: \_\_\_\_\_

20 Non-Federal Settling Defendant Shell Oil Company consents to this Consent  
21 Decree by its duly authorized representative as follows:

22 Dated: \_\_\_\_\_ SHELL OIL COMPANY

23 By: \_\_\_\_\_

24 Its: \_\_\_\_\_

25  
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1 Non-Federal Settling Defendant Simpson Coatings Group, Inc. consents to this  
2 Consent Decree by its duly authorized representative as follows:

3 Dated: \_\_\_\_\_ SIMPSON COATINGS GROUP, INC.

4 By: \_\_\_\_\_

5 Its: \_\_\_\_\_  
6

7 Non-Federal Settling Defendant Stanford University consents to this Consent  
8 Decree by its duly authorized representative as follows:

9 Dated: \_\_\_\_\_ STANFORD UNIVERSITY

10 By: \_\_\_\_\_

11 Its: \_\_\_\_\_  
12

13 Non-Federal Settling Defendant The Stero Company consents to this Consent  
14 Decree by its duly authorized representative as follows:

15 Dated: \_\_\_\_\_ THE STERO COMPANY

16 By: \_\_\_\_\_

17 Its: \_\_\_\_\_  
18

19 Non-Federal Settling Defendant Synergy Production Group, Inc. (dba Haley  
20 Janitorial Supply Co., Inc. and Western Chemical Company) consents to this Consent Decree by  
21 its duly authorized representative as follows:

22 Dated: \_\_\_\_\_ SYNERGY PRODUCTION GROUP, INC. (dba  
23 HALEY JANITORIAL SUPPLY CO., INC. and  
WESTERN CHEMICAL COMPANY)

24 By: \_\_\_\_\_

25 Its: \_\_\_\_\_  
26 //

27 //

28 //

1 Non-Federal Settling Defendant Syntex (U.S.A.), Inc. consents to this Consent  
2 Decree by its duly authorized representative as follows:

3 Dated: \_\_\_\_\_ SYNTEX (U.S.A.), INC.

4 By: \_\_\_\_\_

5 Its: \_\_\_\_\_

6  
7 Non-Federal Settling Defendant Tap Plastics, Inc. consents to this Consent Decree  
8 by its duly authorized representative as follows:

9 Dated: \_\_\_\_\_ TAP PLASTICS, INC.

10 By: \_\_\_\_\_

11 Its: \_\_\_\_\_

12  
13 Non-Federal Settling Defendant Teledyne Ryan Aeronautical, McCormick Selph  
14 Ordnance Unit (for Teledyne McCormick Selph) consents to this Consent Decree by its duly  
15 authorized representative as follows:

16 Dated: \_\_\_\_\_ TELEDYNE RYAN AERONAUTICAL,  
17 McCORMICK SELPH ORDNANCE UNIT (for  
18 TELEDYNE McCORMICK SELPH)

19 By: \_\_\_\_\_

20 Its: \_\_\_\_\_

21 Non-Federal Settling Defendant Textron, Inc. consents to this Consent Decree by  
22 its duly authorized representative as follows:

23 Dated: \_\_\_\_\_ TEXTRON, INC.

24 By: \_\_\_\_\_

25 Its: \_\_\_\_\_

26  
27 //

28 //

1 Non-Federal Settling Defendant Tyco Electronics Corporation (successor to  
2 Raychem Corporation) consents to this Consent Decree by its duly authorized representative as  
3 follows:

4 Dated: \_\_\_\_\_ TYCO ELECTRONICS CORPORATION  
(successor to RAYCHEM CORPORATION)

6 By: \_\_\_\_\_

7 Its: \_\_\_\_\_

8 Non-Federal Settling Defendant United Air Lines, Inc. consents to this Consent  
9 Decree by its duly authorized representative as follows:

10 Dated: \_\_\_\_\_ UNITED AIR LINES, INC.

12 By: \_\_\_\_\_

13 Its: \_\_\_\_\_

14 Settling Federal Agency Defense Reutilization and Marketing Service consents to  
15 this Consent Decree by its duly authorized representative as follows:

16 Dated: \_\_\_\_\_ FOR THE UNITED STATES OF AMERICA

18 By: \_\_\_\_\_  
19 MARK A. RIGAU  
20 Environmental Defense Section  
21 Environment and Natural Resources Division  
22 U.S. Department of Justice  
23 301 Howard Street, Suite 870  
24 San Francisco, California 94105  
25 (415) 744-6491

22 //

23 //

24 //

25 //

26 //

27 //

28 //

1 Non-Federal Settling Defendant U.S. Liquids, Inc. (for Romac Environmental  
2 Technologies Corporation, successor to Romac Chemical Corporation) consents to this Consent  
3 Decree by its duly authorized representative as follows:

4 Dated: \_\_\_\_\_ U.S. LIQUIDS, INC. (for ROMIC  
5 ENVIRONMENTAL TECHNOLOGIES  
6 CORPORATION, successor to ROMIC CHEMICAL  
7 CORPORATION)

8 By: \_\_\_\_\_

9 Its: \_\_\_\_\_

10 Non-Federal Settling Defendant United Technologies Corporation consents to this  
11 Consent Decree by its duly authorized representative as follows:

12 Dated: \_\_\_\_\_ UNITED TECHNOLOGIES CORPORATION

13 By: \_\_\_\_\_

14 Its: \_\_\_\_\_

15 Non-Federal Settling Defendant University of California consents to this Consent  
16 Decree by its duly authorized representative as follows:

17 Dated: \_\_\_\_\_ UNIVERSITY OF CALIFORNIA

18 By: \_\_\_\_\_

19 Its: \_\_\_\_\_

20  
21 Non-Federal Settling Defendant Unocal Corporation (sued herein as Union  
22 Oil Company of California) consents to this Consent Decree by its duly authorized representative  
23 as follows:

24 Dated: \_\_\_\_\_ UNOCAL CORPORATION

25 By: \_\_\_\_\_

26 Its: \_\_\_\_\_

27 //

28 //

1 Non-Federal Settling Defendant Van Waters & Rogers, Inc. consents to this  
2 Consent Decree by its duly authorized representative as follows:

3 Dated: \_\_\_\_\_ VAN WATERS & ROGERS, INC.

4 By: \_\_\_\_\_

5 Its: \_\_\_\_\_

6 Non-Federal Settling Defendant Vopak Distribution Americas Corporation (f.k.a.  
7 UNIVAR Corporation) consents to this Consent Decree by its duly authorized representative as  
8 follows:

9 Dated: \_\_\_\_\_ VOPAK DISTRIBUTION AMERICAS  
10 CORPORATION (f.k.a. UNIVAR  
11 CORPORATION)

12 By: \_\_\_\_\_

13 Its: \_\_\_\_\_

14 Non-Federal Settling Defendant W.R. Grace & Company, Inc. consents to this  
15 Consent Decree by its duly authorized representative as follows:

16 Dated: \_\_\_\_\_ W.R. GRACE & COMPANY, INC.

17 By: \_\_\_\_\_

18 Its: \_\_\_\_\_

19  
20 Non-Federal Settling Defendant W.R. Meadows, Inc. consents to this Consent  
21 Decree by its duly authorized representative as follows:

22 Dated: \_\_\_\_\_ W.R. MEADOWS, INC.

23 By: \_\_\_\_\_

24 Its: \_\_\_\_\_

25  
26 IT IS SO ORDERED, ADJUDGED AND DECREED:

27 Dated: \_\_\_\_\_  
28 UNITED STATES DISTRICT JUDGE

C:\Dat\James\Bay Area Drum draft consent decree.wpd

COPY

BILL LOCKYER, Attorney General  
of the State of California  
THEODORA BERGER, State Bar No. 050108  
Assistant Attorney General  
KEVIN JAMES, State Bar No. 111103  
Deputy Attorney General  
P.O. Box 70550  
1515 Clay Street, 20th Floor  
Oakland, California 94612-0550  
Telephone: (510) 622-2100  
Fax No.: (510) 622-2270

Attorneys for Plaintiff State of California  
Department of Toxic Substances Control

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

STATE OF CALIFORNIA DEPARTMENT OF  
TOXIC SUBSTANCES CONTROL,

Case No.: C 00-4796 PJH

Plaintiff,

v.

NOTICE OF ENTRY OF  
JUDGMENT

AEROJET-GENERAL CORPORATION, *et al.*,

Defendants.

TO ALL DEFENDANTS AND THEIR COUNSEL OF RECORD:

PLEASE TAKE NOTICE that, on July 18, 2001, the Honorable Phyllis J.  
Hamilton, United States District Judge, entered the attached Judgment in the

//

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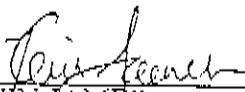
1 above-captioned case.

2  
3 Dated: July 23, 2001

4 Respectfully submitted,

5 BILL LOCKYER, Attorney General  
6 of the State of California  
7 THEODORA BERGER,  
8 Senior Assistant Attorney General

9 By

  
10 KEVIN JAMES  
11 Deputy Attorney General

12 Attorneys for Plaintiff State of California  
13 Department of Toxic Substances Control  
14  
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1 BILL LOCKYER, Attorney General  
of the State of California  
2 THEODORA BERGER, State Bar No. 050108  
Assistant Attorney General  
3 KEVIN JAMES, State Bar No. 111103  
Deputy Attorney General  
4 P.O. Box 70550  
1515 Clay Street, 20th Floor  
5 Oakland, California 94612-0550  
Telephone: (510) 622-2100  
6 Fax No.: (510) 622-2270

7 Attorneys for Plaintiff State of California  
Department of Toxic Substances Control  
8

9  
10 UNITED STATES DISTRICT COURT  
11 NORTHERN DISTRICT OF CALIFORNIA

12 STATE OF CALIFORNIA DEPARTMENT OF  
13 TOXIC SUBSTANCES CONTROL,

14 Plaintiff,

15 v.

16  
17 AEROJET-GENERAL CORPORATION, *et al.*,

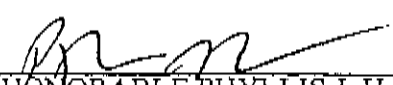
18  
19 Defendants.  
20

Case No.: C 00-4796 PJH

~~PROPOSED~~ JUDGMENT

21 Judgment is hereby entered in favor of plaintiff State of California Department of  
22 Toxic Substances Control on the terms set forth in the Settlement Agreement and Consent  
23 Decree entered by the Court in this matter on July 11, 2001.  
24

25 Dated: July 18, 2001

26   
THE HONORABLE PHYLLIS J. HAMILTON  
UNITED STATES DISTRICT JUDGE  
27  
28



DECLARATION OF SERVICE BY U.S. MAIL

Case Name: *Department of Toxic Substances Control v. Aerojet-General Corporation, et al.*  
No.: C 00-4796 PJH

I declare:

I am employed in the Office of the Attorney General, which is the office of a member of the California State Bar at which member's direction this service is made. I am 18 years of age or older and not a party to this matter; my business address is: 1515 Clay Street, 20<sup>th</sup> Floor, Oakland, California.

On July 23, 2001, I served the following document in this case:

**NOTICE OF ENTRY OF JUDGMENT**

by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid, in the United States Mail at Oakland, California, addressed as follows:

Nicholas W. van Aelstyn, Esq.  
Heller, Ehrman, White & McAuliffe  
333 Bush Street  
San Francisco, CA 94104

Mark A. Rigau, Esq.  
United States Department of Justice  
Environment and Natural Resources Division  
301 Howard Street, 10<sup>th</sup> Floor  
San Francisco, CA 94105

I declare under penalty of perjury under the laws of the State of California the foregoing is true and correct and that this declaration was executed on July 23, 2001, at Oakland, California.

TANISHA MARSHALL

Declarant

*Tanisha Marshall*

Signature

1 BILL LOCKYER, Attorney General  
of the State of California  
2 THEODORA BERGER, State Bar No. 050108  
Assistant Attorney General  
3 KEVIN JAMES, State Bar No. 111103  
Deputy Attorney General  
4 P.O. Box 70550  
1515 Clay Street, 20th Floor  
5 Oakland, California 94612-0550  
Telephone: (510) 622-2100  
6 Fax No.: (510) 622-2270

7 Attorneys for Plaintiff State of California  
Department of Toxic Substances Control  
8

9  
10 UNITED STATES DISTRICT COURT  
11 NORTHERN DISTRICT OF CALIFORNIA

12  
13 STATE OF CALIFORNIA DEPARTMENT OF  
TOXIC SUBSTANCES CONTROL,

14 Plaintiff,

15 v.

16  
17 AEROJET-GENERAL CORPORATION, *et al.*,

18  
19 Defendants.  
20

Case No.: C 00-4796 PJH

21  
22 NOTICE OF ENTRY OF ORDER  
AND OF SETTLEMENT  
AGREEMENT AND CONSENT  
DECREE

23 TO ALL DEFENDANTS AND THEIR COUNSEL OF RECORD:

24 PLEASE TAKE NOTICE that, on July 11, 2001, the Honorable Phyllis J.  
Hamilton, United States District Judge, entered the enclosed Order Approving Settlement and  
25 Consent Decree, and the enclosed Settlement Agreement and Consent Decree, in the

26 //

27 //

28 //

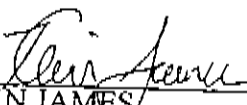
1 above-captioned case.

2  
3 Dated: July 17, 2001

4 Respectfully submitted,

5 BILL LOCKYER, Attorney General  
6 of the State of California  
7 THEODORA BERGER,  
8 Senior Assistant Attorney General

9 By

  
10 KEVIN JAMES  
11 Deputy Attorney General

12 Attorneys for Plaintiff State of California  
13 Department of Toxic Substances Control  
14  
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DECLARATION OF SERVICE BY U.S. MAIL

Case Name: *Department of Toxic Substances Control v. Aerojet-General Corporation, et al*  
No.: C 00-4796 PJH

I declare:

I am employed in the Office of the Attorney General, which is the office of a member of the California State Bar at which member's direction this service is made. I am 18 years of age or older and not a party to this matter; my business address is: 1515 Clay Street, 20<sup>th</sup> Floor, Oakland, California.

On July 17, 2001, I served the following documents in this case:

1. ORDER APPROVING SETTLEMENT AND CONSENT DECREE
2. SETTLEMENT AGREEMENT AND CONSENT DECREE
3. NOTICE OF ENTRY OF ORDER AND OF SETTLEMENT AGREEMENT AND CONSENT DECREE

by placing true copies thereof enclosed in a sealed envelope with postage thereon fully prepaid, in the United States Mail at Oakland, California, addressed as follows:

Nicholas W. van Aelstyn, Esq.  
Heller, Ehrman, White & McAuliffe  
333 Bush Street  
San Francisco, CA 94104

Mark A. Rigau, Esq.  
United States Department of Justice  
Environment and Natural Resources Division  
301 Howard Street, 10<sup>th</sup> Floor  
San Francisco, CA 94105

I declare under penalty of perjury under the laws of the State of California the foregoing is true and correct and that this declaration was executed on July 17, 2001, at Oakland, California.

PATRICIA MOTA

Declarant

*Patricia Mota*

Signature

RECEIVED

01 MAY 31 PM 2:04

EDWARD W. WICKHIG  
CLERK, U.S. DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

FILED  
2001 JUL 11 PM 7:00  
JUL 11 2001  
U.S. DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

STATE OF CALIFORNIA  
DEPARTMENT OF TOXIC  
SUBSTANCES CONTROL,

Plaintiff, :

v.

AEROJET-GENERAL CORPORATION;  
ALLIED-SIGNAL, INCORPORATED;  
ALTERNATIVE MATERIALS  
TECHNOLOGY, INCORPORATED (for  
U.S. CELLULOSE); ASHLAND  
CHEMICAL, INCORPORATED;  
CHEMCENTRAL CORPORATION;  
CHEVRON U.S.A., INCORPORATED;  
COURTAULDS COATINGS,  
INCORPORATED (for  
INTERNATIONAL PAINT COMPANY);  
DELTA AIR LINES, INCORPORATED;  
DORSETT & JACKSON,  
INCORPORATED; THE DOW  
CHEMICAL COMPANY; E.I. DuPONT  
de NEMOURS & CO., INCORPORATED;  
EUREKA CHEMICAL COMPANY;  
EUREKA FLUID WORKS; FORD  
MOTOR COMPANY; GENERAL  
MOTORS CORPORATION; GREAT  
WESTERN CHEMICAL COMPANY;  
HEWLETT-PACKARD COMPANY;  
INTER-STATE OIL COMPANY;  
INGERSOLL-RAND COMPANY (for  
SCHLAGE LOCK COMPANY); INTEL  
CORPORATION; INTERNATIONAL

Case No.: C 00 4796 PJH

**ORDER APPROVING  
SETTLEMENT AND CONSENT  
DECREE**

Date: July 11, 2001

Time: 9:00 a.m.

HONORABLE PHYLLIS J. HAMILTON


1 PAPER COMPANY (for STECHER-  
2 TRAUNG-SCHMIDT); KAISER  
3 ALUMINUM & CHEMICAL  
4 CORPORATION; LITTON ELECTRON  
5 DEVICES (a division of LITTON  
6 SYSTEMS, INCORPORATED);  
7 LOCKHEED MARTIN CORPORATION  
8 (successor to LOCKHEED MISSILES &  
9 SPACE COMPANY, INCORPORATED);  
10 MAXUS ENERGY CORPORATION (for  
11 OCCIDENTAL CHEMICAL  
12 CORPORATION, successor to DIAMOND  
13 SHAMROCK CHEMICALS COMPANY,  
14 f.k.a. DIAMOND SHAMROCK  
15 CORPORATION); McKESSON HBOC,  
16 INCORPORATED; MONSANTO  
17 COMPANY; NI INDUSTRIES,  
18 INCORPORATED; NL INDUSTRIES,  
19 INCORPORATED; THE O'BRIEN  
20 CORPORATION (for FULLER-O'BRIEN  
21 PAINTS); OLYMPIAN OIL COMPANY;  
22 OWENS-ILLINOIS, INCORPORATED;  
23 PACIFIC GAS & ELECTRIC  
24 COMPANY; PENNZOIL-QUAKER  
25 STATE COMPANY; PUREGRO  
26 COMPANY; RAYCHEM  
27 CORPORATION; REDDING  
28 PETROLEUM, INCORPORATED;  
REDWOOD OIL COMPANY;  
REICHOLD CHEMICALS;  
INCORPORATED; REYNOLDS  
METALS COMPANY; R.J.  
McGLENNON COMPANY,  
INCORPORATED; ROCHESTER  
MIDLAND CORPORATION (for  
BYTECH CHEMICAL CORPORATION);  
ROHM & HAAS COMPANY; ROMIC  
ENVIRONMENTAL TECHNOLOGIES  
CORPORATION (successor to ROMIC  
CHEMICAL CORPORATION); SANDOZ  
AGRO, INCORPORATED (for ZOECON  
CORPORATION); SAN FRANCISCO  
BAY AREA RAPID TRANSIT  
DISTRICT; SEQUA CORPORATION (for

1 GENERAL PRINTING INK, a division of  
2 SUN CHEMICAL); SHELL OIL  
3 COMPANY; SIMPSON COATINGS  
4 GROUP, INCORPORATED; STANFORD  
5 UNIVERSITY; THE STERO COMPANY;  
6 SYNERGY PRODUCTION GROUP,  
7 INCORPORATED (d.b.a. HALEY  
8 JANITORIAL SUPPLY CO.,  
9 INCORPORATED and WESTERN  
10 CHEMICAL COMPANY); SYNTEX  
11 (U.S.A.), INCORPORATED; TAP  
12 PLASTICS, INCORPORATED;  
13 TELEDYNE RYAN AERONAUTICAL,  
14 McCORMICK SELPH ORDNANCE  
15 UNIT (for TELEDYNE McCORMICK  
16 SELPH); TEXTRON, INCORPORATED;  
17 UNION OIL COMPANY OF  
18 CALIFORNIA; UNITED AIR LINES,  
19 INCORPORATED; UNITED STATES  
20 DEFENSE REUTILIZATION  
21 MARKETING SERVICE; UNITED  
22 TECHNOLOGIES CORPORATION;  
23 UNIVERSITY OF CALIFORNIA; VAN  
24 WATERS & ROGERS INCORPORATED;  
25 VOPAK DISTRIBUTION AMERICAS  
26 CORPORATION (f.k.a. UNIVAR  
27 CORPORATION); W.R. GRACE &  
28 COMPANY; and W.R. MEADOWS,  
INCORPORATED,

Defendants.

1  
2 The motion of Defendants AeroJet-General Corporation et. al for approval of the  
3 settlement and consent decree came on for hearing before this Court, Kevin James appearing  
4 for plaintiff and Nicholas W. van Aelstyn and Mark Rigau appearing for defendants. After  
5 consideration of the briefs and arguments of counsel, and all other matters presented to the  
6 Court, IT IS HEREBY ORDERED that Defendants' Motion for Approval of Settlement and  
7 Consent Decree is GRANTED.

8  
9  
10 DATED: July 11, 2001

11  
12  
13   
14 THE HONORABLE PHYLLIS J. HAMILTON  
15 UNITED STATES DISTRICT JUDGE  
16  
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27  
28



1 BILL LOCKYER, Attorney General  
of the State of California  
2 THEODORA BERGER, State Bar No. 050108  
Assistant Attorney General  
3 KEVIN JAMES, State Bar No. 111103  
Deputy Attorney General  
4 1515 Clay Street, 20th Floor  
Oakland, California 94612-1413  
5 Telephone: (510) 622-2100  
Fax No.: (510) 622-2270

6 Attorneys for Plaintiff State of California  
7 Department of Toxic Substances Control

8 UNITED STATES DISTRICT COURT  
9  
10 NORTHERN DISTRICT OF CALIFORNIA

11 STATE OF CALIFORNIA DEPARTMENT OF  
12 TOXIC SUBSTANCES CONTROL,

13 Plaintiff,

14 v.

15 AEROJET-GENERAL CORPORATION; ALLIED-  
16 SIGNAL, INCORPORATED; ALTERNATIVE  
17 MATERIALS TECHNOLOGY, INCORPORATED  
(for U.S. CELLULOSE); ASHLAND CHEMICAL,  
18 INCORPORATED; CHEMCENTRAL  
CORPORATION; CHEVRON U.S.A.,  
19 INCORPORATED; COURTAULDS COATINGS,  
INCORPORATED (for INTERNATIONAL PAINT  
20 COMPANY); DELTA AIR LINES,  
INCORPORATED; DORSETT & JACKSON,  
21 INCORPORATED; THE DOW CHEMICAL  
COMPANY; E.I. DuPONT de NEMOURS & CO.,  
22 INCORPORATED; EUREKA CHEMICAL  
COMPANY; EUREKA FLUID WORKS; FORD  
23 MOTOR COMPANY; GENERAL MOTORS  
CORPORATION; GREAT WESTERN  
24 CHEMICAL COMPANY; HEWLETT-PACKARD  
COMPANY; INTER-STATE OIL COMPANY;  
25 INGERSOLL-RAND COMPANY (for SCHLAGE  
LOCK COMPANY); INTEL CORPORATION;  
26 INTERNATIONAL PAPER COMPANY (for  
STECHEER-TRAUNG-SCHMIDT); KAISER  
27 ALUMINUM & CHEMICAL CORPORATION;  
LITTON ELECTRON DEVICES (a division of  
28 LITTON SYSTEMS, INCORPORATED);  
LOCKHEED MARTIN CORPORATION (successor  
to LOCKHEED MISSILES & SPACE COMPANY,  
INCORPORATED); MAXUS ENERGY  
CORPORATION (for OCCIDENTAL CHEMICAL

RECEIVED  
JUL 11 2001  
RICHARD W. WIEKING  
CLERK U.S. DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
FILED  
JUL 11 PM 7:00  
U.S. DISTRICT COURT  
NORTHERN DISTRICT OF CA

No. C 00-4796 PJH

SETTLEMENT AGREEMENT  
AND CONSENT DECREE

1 CORPORATION, successor to DIAMOND )  
SHAMROCK CHEMICALS COMPANY, f.k.a. )  
2 DIAMOND SHAMROCK CORPORATION); )  
McKESSON HBOC, INCORPORATED; )  
3 MONSANTO COMPANY; NI INDUSTRIES, )  
INCORPORATED; NL INDUSTRIES, )  
4 INCORPORATED; THE O'BRIEN )  
CORPORATION (for FULLER-O'BRIEN PAINTS); )  
5 OLYMPIAN OIL COMPANY; OWENS-ILLINOIS, )  
INCORPORATED; PACIFIC GAS & ELECTRIC )  
6 COMPANY; PENNZOIL-QUAKER STATE )  
COMPANY; PUREGRO COMPANY; RAYCHEM )  
7 CORPORATION; REDDING PETROLEUM, )  
INCORPORATED; REDWOOD OIL COMPANY; )  
8 REICHOLD CHEMICALS, INCORPORATED; )  
REYNOLDS METALS COMPANY; R. J. )  
9 McGLENNON COMPANY, INCORPORATED; )  
ROCHESTER MIDLAND CORPORATION (for )  
10 BYTECH CHEMICAL CORPORATION); ROHM )  
& HAAS COMPANY; ROMIC ENVIRON- )  
11 MENTAL TECHNOLOGIES CORPORATION )  
(successor to ROMIC CHEMICAL )  
12 CORPORATION); SANDOZ AGRO, )  
INCORPORATED (for ZOECON CORPORATION); )  
13 SAN FRANCISCO BAY AREA RAPID TRANSIT )  
DISTRICT; SEQUA CORPORATION (for )  
14 GENERAL PRINTING INK, a division of SUN )  
CHEMICAL); SHELL OIL COMPANY; SIMPSON )  
15 COATINGS GROUP, INCORPORATED; )  
STANFORD UNIVERSITY; THE STERO )  
16 COMPANY; SYNERGY PRODUCTION GROUP, )  
INCORPORATED (d.b.a. HALEY JANITORIAL )  
17 SUPPLY CO., INCORPORATED and WESTERN )  
CHEMICAL COMPANY); SYNTEX (U.S.A.), )  
18 INCORPORATED; TAP PLASTICS, )  
INCORPORATED; TELEDYNE RYAN )  
19 AERONAUTICAL, McCORMICK SELPH )  
ORDNANCE UNIT (for TELEDYNE McCORMICK )  
20 SELPH); TEXTRON, INCORPORATED; UNION )  
OIL COMPANY OF CALIFORNIA; UNITED AIR )  
21 LINES, INCORPORATED; UNITED STATES )  
DEFENSE REUTILIZATION MARKETING )  
22 SERVICE; UNITED TECHNOLOGIES )  
CORPORATION; UNIVERSITY OF CALIFORNIA; )  
23 VAN WATERS & ROGERS INCORPORATED; )  
VOPAK DISTRIBUTION AMERICAS )  
24 CORPORATION (f.k.a. UNIVAR CORPORA- )  
TION); W.R. GRACE & COMPANY; and W.R. )  
25 MEADOWS, INCORPORATED, )

26 Settling Defendants. )

27 )

28 )



1           E.     "DTSC's Response Costs," as used in this Consent Decree, shall include  
2 all costs of "removal," "remedial action" or "response" (as those terms are defined by section  
3 101 of CERCLA), incurred or to be incurred by DTSC in response to the release or threatened  
4 release of hazardous substances at the Site, including prejudgment interest thereon through the  
5 Effective Date. Said term shall include all costs that are not inconsistent with the National  
6 Contingency Plan, 40 C.F.R. Part 300 ("NCP"), which may include, but not be limited to, direct  
7 labor costs; contractor, consultant and expert costs; travel and any other out-of-pocket expenses;  
8 the costs of identifying, developing evidence against, and pursuing claims against persons or  
9 entities liable for the release or threatened release of hazardous substances at the Site; indirect  
10 costs; oversight costs; applicable interest charges; and attorneys' fees.

11           F.     "Effective Date," as used in this Consent Decree, shall be the date upon  
12 which this Consent Decree is approved and entered by the Court.

13           G.     "Feasibility Study and Remedial Action Plan" or "FS/RAP," as used in  
14 this Consent Decree, shall refer to the Final Feasibility Study and Remedial Action Plan  
15 approved by DTSC for the Site on August 14, 2000, pursuant to California Health and Safety  
16 Code ("H&SC") section 25356.1.

17           H.     "Non-Federal Settling Defendants," as used in this Consent Decree, shall  
18 mean those parties identified in Exhibit B.

19           I.     "Removal Action Work Plan" or "RAW," as used in this Consent Decree,  
20 shall refer to the Final Soil Removal Action Work Plan, Eight Shafter Avenue Residential  
21 Backyards, San Francisco, California, approved by DTSC on December 22, 1998, pursuant to  
22 H&SC section 25356.1.

23           J.     "Response Costs," as used in this Consent Decree, shall include DTSC's  
24 Response Costs and all costs of "removal," "remedial action" or "response" (as those terms are  
25 defined by section 101 of CERCLA), incurred or to be incurred by any of the Settling  
26 Defendants in response to the release or threatened release of hazardous substances at the Site  
27 that are consistent with the NCP, including pre-judgment interest thereon through the Effective  
28 Date.

1 K. "Party" or "Parties," as used in this Consent Decree, shall mean one or all  
2 of the parties to this Consent Decree, as indicated by the context in which that term is used.

3 L. "Settling Defendants," as used in this Consent Decree, shall mean the  
4 Non-Federal Settling Defendants and the Settling Federal Agency.

5 M. "Settling Federal Agency," as used in this Consent Decree, shall mean the  
6 United States Defense Reutilization and Marketing Service.

7 N. "United States," means the United States of America, including its  
8 departments, agencies, and instrumentalities.

9 RECITALS

10 A. DTSC is the California state agency with primary jurisdiction over the  
11 response to the release and threatened release of hazardous substances at the Site.

12 B. DTSC began to investigate the release and threatened release of hazardous  
13 substances at the Site in or about 1982. Subsequent investigation of the soil ("s") at, and the  
14 ground water ("gw") beneath, the Site revealed the presence of the following hazardous  
15 substances: acenaphthene (gw); aldrin (s); anthracene (s); antimony (s); arsenic (gw,s); barium  
16 (gw,s); benzene (gw,s); benzo(a)anthracene (s); benzo(b)fluoranthene (s); benzo(k)fluoranthene  
17 (s); benzo(a)pyrene (s); benzoic acid (gw); a-BHC (s); b-BHC (s); d-BHC (gw); g-BHC(lindane)  
18 (s); bis(2-ethylhexyl)phthalate (gw); butyl benzyl phthalate (s); cadmium (gw,s); carbon disulfide  
19 (gw); chlordane (s); chlorobenzene (s); chromium (gw,s); chrysene (s); copper (gw,s); 4,4-DDD  
20 (s); 4,4-DDE (s); 4,4-DDT (s); 1,2-dichlorobenzene (gw,s); 1,4-dichlorobenzene (s); 1,1-  
21 dichloroethane (gw); 1,2-dichloroethane (gw,s); 1,2-dichloroethylene (gw,s); dieldrin (s); diethyl  
22 phthalate (gw); 2,4-dimethylphenol (gw,s); di-n-octyl phthalate (s); endosulfan sulfate (s); endrin  
23 (s); endrin aldehyde (s); ethylbenzene (gw,s); fluoranthene (gw); fluorene (gw); heptachlor  
24 (gw,s); heptachlor epoxide (s); isophorone (s); lead (gw,s); mercury (gw,s); methoxychlor (s); 4-  
25 methyl-2-pentanone (s); naphthalene (gw,s); nickel (gw,s); phenanthrene (s); polychlorinated  
26 biphenyls (PCBs: arochlor 1016, 1221, 1232, 1242, 1248, 1254, 1260) (s); phenol (gw); pyrene  
27 (s); selenium (gw); silver (gw,s); styrene (s); 1,1,2,2-tetrachloroethane (s); tetrachloroethylene  
28 (i.e. perchloroethylene) (gw,s); thallium (gw); toluene (gw,s); toxaphene (s); 1,2,4-

1 trichlorobenzene (s); trichloroethylene (gw,s); vanadium (gw,s); vinyl chloride (gw); xylene  
2 (gw,s); and zinc (gw,s).

3 C. Under DTSC's supervision, and pursuant to Consent Order No. HSA  
4 95/96-060 (the "Consent Order"), issued by DTSC on March 14, 1996, the Settling Defendants  
5 conducted a Remedial Investigation ("RI") and a Feasibility Study ("FS") for the Site. Pursuant  
6 to the Consent Order, in 1996 the Settling Defendants also paid DTSC \$310,000.00 toward its  
7 alleged Response Costs. Pursuant to DTSC's request, the Settling Defendants also conducted an  
8 investigation of eight Shafter Avenue backyards that adjoin the Property; on December 22, 1998,  
9 DTSC approved the RAW, which was based on the Settling Defendants' investigation. DTSC  
10 approved the Settling Defendants' RI Report for the Site on March 22, 2000; the Settling  
11 Defendants' final FS Report for the Site was incorporated into the FS/RAP. On August 14,  
12 2000, DTSC approved the FS/RAP. A Notice of Determination that the FS/RAP had been  
13 approved was filed by DTSC with the Governor's Office of Planning and Research on August 17,  
14 2000.

15 D. DTSC and the Settling Defendants believe that the Settling Defendants  
16 have performed all of their obligations under the Consent Order in a manner consistent with the  
17 NCP.

18 E. DTSC has incurred, and will continue to incur, Response Costs. As of  
19 September 30, 2000, DTSC's total unreimbursed Response Costs exceeded \$4,100,000. DTSC,  
20 moreover, estimates that it will incur Response Costs in the future in excess of \$100,000. The  
21 activities conducted by DTSC in response to the release and threatened release of hazardous  
22 substances at the Site have included and will include supervision of soil, ground water and  
23 surface water sampling at the Site; supervision of the preparation, by various Settling  
24 Defendants, of the RI Report, the draft Soil Removal Action Work Plan, Eight Shafter Avenue  
25 Residential Backyards, San Francisco, California, and the draft Feasibility Study/Remedial  
26 Action Plan for the Site; review and approval of the RAW and the FS/RAP; and supervision of  
27 the remediation of the Site.

28 F. The Complaint alleges:

- 1                   1.       that each of the Settling Defendants (or its predecessor) sent  
2 hazardous substances to the Property for treatment and/or disposal;
- 3                   2.       that hazardous substances were released or threatened to be  
4 released at the Site;
- 5                   3.       that removal and remedial action was and is necessary at and for  
6 the Site to remove and remedy the hazardous substances released and threatened to be released at  
7 the Site;
- 8                   4.       that DTSC incurred Response Costs conducting and supervising  
9 removal and/or remedial activities in response to the release and threatened release of hazardous  
10 substances at the Site; and
- 11                  5.       that each of the Settling Defendants is jointly and severally liable  
12 to DTSC for all of its as yet unreimbursed Response Costs.

13                  G.       The Complaint seeks to recover all unreimbursed Response Costs that  
14 have been and will be incurred by DTSC, and certain declaratory relief.

15                  H.       By entering into this Consent Decree, the Settling Defendants make no  
16 admission of liability nor do they admit or acknowledge any causal or other relationship between  
17 any of their activities, past or present, and any conditions at or around the Site, nor do the  
18 Settling Defendants admit or acknowledge any legal responsibility, apart from that created by  
19 this Consent Decree, for any such conditions or for remedying any contamination. The Settling  
20 Defendants expressly deny any such relationship, liability or responsibility. By entering into this  
21 Consent Decree, the Settling Defendants are not waiving any right, claim, remedy, cause of  
22 action or defense in this or any other proceeding, except as explicitly stated in this Consent  
23 Decree. Except as set forth in section 13 of this Consent Decree, this Consent Decree expressly  
24 does not create any rights and/or obligations to third parties. Except as expressly provided  
25 herein, nothing in this Consent Decree shall be taken as an admission by the Settling Defendants  
26 of the truth of any statement of fact or conclusion of law in this or any other proceeding.

27                  I.       Each of the Parties to this Consent Decree represents and acknowledges  
28 that, in deciding whether to enter into this Consent Decree, it has not relied on any statement of

1 fact, statement of opinion, or representation, express or implied, made by any other Party. Each  
2 of the Parties to this Consent Decree has investigated the subject matter of this Consent Decree to  
3 the extent necessary to make a rational and informed decision to execute it, and has had the  
4 opportunity to consult independent counsel.

5 J. DTSC and the Settling Defendants agree that settlement without further  
6 litigation and without the admission or adjudication of any issue of fact or law is the most  
7 appropriate means of resolving this action with respect to the Settling Defendants. This Consent  
8 Decree was negotiated and executed by DTSC and the Settling Defendants in good faith to avoid  
9 prolonged and complicated litigation. DTSC, moreover, has negotiated and executed this  
10 Consent Decree to further the public interest.

11

12 The Court, on the motion and with the consent of each of the Parties, hereby  
13 ORDERS, ADJUDGES AND DECREES as follows:

14

15 1. **JURISDICTION**

16 The Court has subject matter jurisdiction over the matters alleged in this action  
17 pursuant to 28 U.S.C. section 1331 and 42 U.S.C. section 9613(b) and personal jurisdiction over  
18 each of the parties to this Consent Decree. Venue is appropriate in this district pursuant to 42  
19 U.S.C. section 9613(b). The Court, further, has the authority to enter this Consent Decree as a  
20 consent decree of the Court.

21

2. **SETTLEMENT OF DISPUTED CLAIMS**

22 2.1 This Consent Decree represents a fair, reasonable and equitable settlement  
23 of the matters addressed herein.

24

25 2.2 For the purposes of this Consent Decree, the Settling Defendants admit  
26 none of the allegations of the Complaint. Nothing in this Consent Decree shall be construed as  
27 an admission of any issue of law or fact or of any violation of law. The Settling Defendants  
28 expressly deny any relationship between any of their activities and any conditions at the Site, and  
expressly deny any liability with respect to any Site conditions. Notwithstanding the foregoing.



1 the Settling Defendants acknowledge their responsibility pursuant to this Consent Decree to  
2 perform those acts they have agreed to undertake in this Consent Decree, and shall not deny suc..  
3 responsibility in any proceeding brought by DTSC to enforce this Consent Decree.

4           2.3     Except as set forth in sections 3.11, 6.4, 9.1, 9.3 and 9.4 of this Consent  
5 Decree, nothing in this Consent Decree shall prejudice, waive, or impair any right, remedy or  
6 defense that the Settling Defendants may have in any other or further legal proceeding. Nothing  
7 in this section shall affect the covenant not to sue set forth in section 8.1 of this Consent Decree.

8           3.     REMEDIAFION

9           3.1     Subject to the limitations set forth in sections 3.2 and 5.6, below, the Non-  
10 Federal Settling Defendants shall implement the RAW and the FS/RAP, as approved by DTSC.  
11 A copy of the portion of the RAW known as the "Selection of the Preferred Alternative and  
12 Work Plan" is attached hereto as Exhibit C and is incorporated herein by this reference. A copy  
13 of the portion of the FS/RAP known as the "Remedial Action Summary" is attached hereto as  
14 Exhibit D and is incorporated herein by this reference.

15           3.2     The Non-Federal Settling Defendants' obligation to implement the RAW  
16 pursuant to this Consent Decree is conditioned upon access being granted for the purpose of  
17 implementing the RAW by the owners of the eight Shafter Avenue Properties described in the  
18 RAW. The Non-Federal Settling Defendants' obligation to implement the RAW with respect to  
19 any one of the eight Shafter Avenue Properties shall terminate if such access has not been  
20 provided to the Non-Federal Settling Defendants within seven (7) days of the date that the Non-  
21 Federal Settling Defendants begin performing field work at the Site in accordance with the  
22 approved "Remedial Design and Implementation Plan" described in section 3.4, below. The  
23 Non-Federal Settling Defendants, moreover, shall have no obligation to implement the FS/RAP,  
24 pursuant to this Consent Decree, unless and until access to the Property for the purpose of  
25 implementing the FS/RAP is offered to the Non-Federal Settling Defendants, on reasonable  
26 terms, by the owner(s) of the Property or their authorized representative(s), or is otherwise  
27 secured.

28           3.3     Subject to the limitations set forth in section 3.2, above, the RAW and t

1 FS/RAP shall be implemented under the direction and supervision of either a State of Californi-  
2 licensed professional engineer or a State of California registered engineering geologist, as  
3 required by the California Business and Professions Code. The Non-Federal Settling Defendants  
4 shall, within fifteen (15) days of the Court's entry of this Consent Decree as a consent decree of  
5 the Court, specify in writing to DTSC the name of the State of California licensed professional  
6 engineer or registered engineering geologist who will direct and supervise the Non-Federal  
7 Settling Defendants' implementation of the FS/RAP.

8               3.4     As soon as reasonably possible after this Consent Decree is approved and  
9 entered by the Court, and in no event later than forty-five (45) days from service of notice of  
10 such approval and entry, the Non-Federal Settling Defendants shall prepare and submit to DTSC,  
11 for its review and approval, a "Remedial Design and Implementation Plan" (the "Remedial  
12 Design"), as described in the FS/RAP.

13               3.5     If DTSC determines that the Remedial Design submitted by the Non-  
14 Federal Settling Defendants pursuant to section 3.4, above, fails to comply with the RAW and  
15 the FS/RAP, or fails adequately to protect public health and safety or the environment, DTSC  
16 may:

17                     (1)     modify the Remedial Design as it deems necessary and approve the  
18 Remedial Design as modified; or

19                     (2)     return comments to the Non-Federal Settling Defendants with  
20 recommended changes to the Remedial Design and a date by which the Non-Federal Settling  
21 Defendants must submit to DTSC a revised Remedial Design incorporating the recommended  
22 changes.

23 Any modifications, comments or other directives issued by DTSC, pursuant to this section, will  
24 be deemed incorporated into this Consent Decree, subject to the limitations of section 3.13,  
25 below. The Remedial Design for the Site approved by DTSC, or approved as modified pursuant  
26 to this section by DTSC, shall be deemed incorporated into this Consent Decree.

27               3.6     The removal of soils containing hazardous substances from the Site, as  
28 provided for in the RAW and the FS/RAP, shall begin as soon as reasonably possible after DT.

1 approves a Remedial Design for the Site.

2                   3.7     The FS/RAP provides that the Non-Federal Settling Defendants shall  
3 enhance the natural biological degradation of the hazardous substances in the ground water  
4 beneath the Site by placing into that ground water oxygen-releasing compounds that will  
5 promote such natural biological degradation. This portion of the FS/RAP shall be implemented  
6 under the direction and supervision of a State of California licensed professional geologist. The  
7 Non-Federal Settling Defendants shall, within fifteen (15) days of the Court's entry of this  
8 Consent Decree as a consent decree of the Court, specify in writing to DTSC the name of the  
9 State of California licensed professional geologist who will direct and supervise the Non-Federal  
10 Settling Defendants' placement of oxygen-releasing compounds into the ground water beneath  
11 the Site.

12                   3.8     Subject to the limitations set forth in section 3.2, above, the Non-Federal  
13 Settling Defendants shall remove soils containing hazardous substances from the Site, as  
14 provided for by the RAW and the FS/RAP, in accordance with a Site Health and Safety Plan (the  
15 "Health and Safety Plan"), governing, among other things, the removal of such soils, to be  
16 approved by DTSC. The Non-Federal Settling Defendants shall place oxygen-releasing  
17 compounds into the ground water beneath the Site, as provided for by the FS/RAP, in accordance  
18 with the Health and Safety Plan, which shall also govern such placement. Upon DTSC approval,  
19 the Health and Safety Plan shall be deemed incorporated into this Consent Decree.

20                   3.9     Within ninety (90) days of completing the removal of soils containing  
21 hazardous substances, as provided for by the RAW and the FS/RAP, or within ninety (90) days  
22 of completing the initial placement of oxygen-releasing compounds into the ground water  
23 beneath the Site, as provided for by the FS/RAP, whichever is completed later, the Non-Federal  
24 Settling Defendants shall submit for DTSC review and approval an Implementation Report  
25 documenting the removal of soils containing hazardous substances in accordance with this  
26 Consent Decree, the RAW, the FS/RAP, the Remedial Design, and the Health and Safety Plan,  
27 and documenting the placement of such compounds into the ground water beneath the Site in  
28 accordance with this Consent Decree, the FS/RAP, the Remedial Design, and the Health and

1 Safety Plan. The Implementation Report shall include the certification of the State of California  
2 licensed professional engineer or registered engineering geologist directing and supervising the  
3 Non-Federal Settling Defendants' implementation of the RAW and the FS/RAP that soils  
4 containing hazardous substances have been removed in accordance with this Consent Decree, the  
5 RAW, the FS/RAP, the Remedial Design, and the Health and Safety Plan. The Implementation  
6 Report also shall include the certification of the State of California licensed professional  
7 geologist directing and supervising the Non-Federal Settling Defendants' placement of oxygen-  
8 releasing compounds into the ground water beneath the Site that such placement has been  
9 conducted in accordance with this Consent Decree, the FS/RAP, the Remedial Design and the  
10 Health and Safety Plan.

11               3.10 If DTSC determines that the Implementation Report submitted by the  
12 Non-Federal Settling Defendants pursuant to section 3.9, above, fails adequately to document  
13 that the Non-Federal Settling Defendants removed soils containing hazardous substances in  
14 accordance with this Consent Decree, the RAW, the FS/RAP, the Remedial Design, and the  
15 Health and Safety Plan, or fails adequately to document that the Non-Federal Settling Defenda  
16 placed oxygen-releasing compounds into the ground water beneath the Site in accordance with  
17 this Consent Decree, the FS/RAP, the Remedial Design and the Health and Safety Plan, DTSC  
18 may:

19               (i) modify the Implementation Report as it deems necessary and approve the  
20 Implementation Report as modified; or

21               (ii) return comments to the Non-Federal Settling Defendants with  
22 recommended changes to the Implementation Report and a date by which the Non-Federal  
23 Settling Defendants must submit to DTSC a revised Implementation Report incorporating the  
24 recommended changes.

25 Any modifications, comments or other directives issued by DTSC, pursuant to this section, will  
26 be deemed incorporated into this Consent Decree, subject to the limitations of section 3.13,  
27 below. In its written approval of a final Implementation Report for the Site, DTSC shall, to the  
28 extent that the activities undertaken by the Non-Federal Settling Defendants pursuant to secti

1 of this Consent Decree have been consistent with the NCP, state its belief that the Non-Federal  
2 Settling Defendants' performance of those activities was consistent with the NCP.

3           3.11 The FS/RAP provides for the performance, concurrent with and  
4 subsequent to the removal of soils containing hazardous substances from the Site and the  
5 placement of oxygen-releasing compounds into the ground water beneath the Site, of long-term  
6 ground water monitoring at the Site. In consideration for the covenant not to sue set forth in  
7 section 8.1 of this Consent Decree, the Non-Federal Settling Defendants agree: (a) to conduct  
8 ground water monitoring, and other monitoring and maintenance activities, at and for the Site, as  
9 set forth in the draft Ground Water Operations Monitoring and Maintenance Agreement ("O/M  
10 Agreement"), attached hereto as exhibit E and incorporated herein by this reference; and (b) to  
11 execute a Ground Water Operations Monitoring and Maintenance Agreement for the Site  
12 substantially in the form of the O/M Agreement attached hereto as Exhibit E upon DTSC's  
13 approval of a Ground Water Operations Monitoring and Maintenance Plan for the Site, to be  
14 submitted by Respondents pursuant to this Consent Decree and the FS/RAP. The Non-Federal  
15 Settling Defendants agree not to seek any consideration or compensation from DTSC for their  
16 execution of such a Ground Water Operations Monitoring and Maintenance Agreement, apart  
17 from the covenant not to sue set forth in section 8.1 of this Consent Decree, and hereby waive  
18 any right, claim or cause of action for any such consideration or compensation.

19           3.12 The Non-Federal Settling Defendants shall conduct all activities required  
20 by this Consent Decree in compliance with all applicable state, local and federal requirements  
21 including, but not limited to, requirements to obtain permits and to assure worker safety.

22           3.13 If DTSC determines, pursuant either to section 3.5 or to section 3.10,  
23 above, that either the Remedial Design submitted to DTSC pursuant to section 3.4, above, or the  
24 Implementation Report submitted to DTSC pursuant to section 3.9, above, requires any  
25 modification, comment or directive, DTSC shall make a good faith effort to resolve informally  
26 the alleged deficiencies with the Non-Federal Settling Defendants. In the event that the Non-  
27 Federal Settling Defendants do not agree with DTSC's approval of a Remedial Design as  
28 unilaterally-modified pursuant to section 3.5, above, or with DTSC's approval of an

1 Implementation Report as unilaterally-modified pursuant to section 3.10, above, the Non-Federal  
2 Settling Defendants may appeal such approval to the Chief of DTSC's Statewide Cleanup  
3 Operations Division. Such an appeal shall be made within thirty (30) days of the Non-Federal  
4 Settling Defendants' receipt of an approved as unilaterally-modified Remedial Design, or an  
5 approved as unilaterally-modified Implementation Report. The Division Chief shall decide  
6 whether the Remedial Design or Implementation Report at issue will remain approved as  
7 modified, or whether it will be returned to the Non-Federal Settling Defendants for a further  
8 opportunity to modify it in a manner that addresses DTSC's concerns on a reasonable schedule to  
9 be determined by the Division Chief. The Division Chief's decision shall be DTSC's final  
10 determination of the matter. In any proceeding brought by DTSC to enforce any unilaterally-  
11 modified term(s) of an approved as unilaterally-modified Remedial Design, or an approved as  
12 unilaterally-modified Implementation Report, the Non-Federal Settling Defendants may preclude  
13 enforcement of such term(s) by demonstrating that they appealed the approval as unilaterally-  
14 modified of the Remedial Design or the Implementation Report at issue to the Division Chief,  
15 and that his or her decision that the Remedial Design or the Implementation Report at issue  
16 would remain approved as unilaterally-modified was an abuse of his or her discretion.

17 **4. STATE GOVERNMENT LIABILITIES**

18 Neither DTSC nor any other agency of the State of California shall be liable for  
19 any injuries or damages to persons or property resulting from acts or omissions by the Settling  
20 Defendants in carrying out activities pursuant to this Consent Decree, nor shall DTSC or any  
21 other agency of the State of California be held as a party to any contract entered into by the  
22 Settling Defendants or their agents in securing access to the Site or in carrying out activities  
23 pursuant to this Consent Decree.

24 **5. PAYMENT OF PAST COSTS**

25 5.1 Pursuant to sections 5.2 to 5.6, below, the Settling Defendants shall pay  
26 DTSC the sum of one million seven hundred twenty-five thousand dollars (\$1,725,000) towards  
27 Response Costs.

28 5.2 Payment by Non-Federal Settling Defendants: Within sixty (60) days o.

1 the Effective Date, the Non-Federal Settling Defendants shall pay to DTSC the sum of  
2 \$1,409,506.00, for reimbursement of DTSC's Response Costs. Payment under this section shall  
3 be made by certified or cashier's check made payable to Cashier, California Department of Toxic  
4 Substances Control, bearing on its face both the docket number of this proceeding and the phrase  
5 "Site No. 200011." That payment shall be sent to:

6 Department of Toxic Substances Control  
7 Accounting/Cashier  
8 400 P Street, 4th Floor  
9 P.O. Box 806  
10 Sacramento, CA 95812-0806

11 A copy of the check shall be mailed to:

12 Barbara Cook, P.E.  
13 Department of Toxic Substances Control  
14 Northern California--Coastal Cleanup Operations  
15 700 Heinz Avenue, Suite 200  
16 Berkeley, CA 94710

17 5.3 Payment by the United States: As soon as reasonably possible after the  
18 Effective Date, the United States, on behalf of the Settling Federal Agency, shall pay to DTSC  
19 the sum of \$315,494, for reimbursement of Response Costs. Payment under this section shall be  
20 made by certified or cashier's check made payable to Cashier, California Department of Toxic  
21 Substances Control, bearing on its face both the docket number of this proceeding and the phrase  
22 "Site No. 200011." That payment shall be sent to:

23 Department of Toxic Substances Control  
24 Accounting/Cashier  
25 400 P Street, 4th Floor  
26 P.O. Box 806  
27 Sacramento, CA 95812-0806

28 A copy of the check shall be mailed to:

29 Barbara Cook, P.E.  
30 Department of Toxic Substances Control  
31 Northern California--Coastal Cleanup Operations  
32 700 Heinz Avenue, Suite 200  
33 Berkeley, CA 94710

34 5.4 In the event that the payment required under section 5.3 is not made within  
35 180 days of the Effective Date, interest on the unpaid balance(s) shall be paid at the rate  
36 established pursuant to section 107(a) of CERCLA, 42 U.S.C. § 9607(a), commencing on the

1 181<sup>st</sup> day after the Effective Date, and accruing through the date of the payment(s).

2           5.5     The Parties to this Consent Decree recognize and acknowledge that the  
3 payment obligations of the United States under this Consent Decree can only be paid from  
4 appropriated funds legally available for such purpose. Nothing in this Consent Decree shall be  
5 interpreted or construed as a commitment or requirement that the United States obligate or pay  
6 funds in contravention of the Anti-Deficiency Act, 31 U.S.C. § 1341, or any other applicable  
7 provision of law.

8           5.6     Except as set forth in sections 7.1 and 7.2, performance of the payment  
9 made by the United States pursuant to section 5.3 is in full settlement of United States' alleged  
10 liabilities in connection with the Site. Accordingly, the United States is not subject to the  
11 provisions set forth in sections 3.2. to 3.13 and 6.1 to 6.4 of this Consent Decree.

12           6.     PAYMENT OF COSTS INCURRED BY DTSC SUBSEQUENT TO  
13                   ENTRY OF CONSENT ORDER

14           6.1     Subsequent to the entry of this Consent Decree as a consent decree of the  
15 Court, DTSC shall notify the Non-Federal Settling Defendants in writing quarterly of the  
16 Response Costs it contends that it incurred during the previous quarter. DTSC shall notify the  
17 Non-Federal Settling Defendants of the Response Costs it contends that it incurred between July  
18 1 and September 30 of any calendar year on or before December 31 of the same calendar year.  
19 DTSC shall notify the Non-Federal Settling Defendants of the Response Costs it contends that it  
20 incurred between October 1 and December 31 of any calendar year on or before March 31 of the  
21 following calendar year. DTSC shall notify the Non-Federal Settling Defendants of the  
22 Response Costs it contends that it incurred between January 1 and March 31 of any calendar year  
23 on or before June 30 of the same calendar year. DTSC shall notify the Non-Federal Settling  
24 Defendants of the Response Costs it contends that it incurred between April 1 and June 30 of any  
25 calendar year on or before October 31 of the same calendar year. DTSC's obligations under this  
26 section shall begin with the first quarter that ends after the entry of this Consent Decree as a  
27 consent decree of the Court; DTSC shall notify the Non-Federal Settling Defendants of the  
28 Response Costs that it contends that it incurred during that quarter, subsequent to the entry of



1 Consent Decree as a consent decree of the Court, in accordance with the schedule set forth in this  
2 section.

3           6.2     The Non-Federal Settling Defendants shall pay any Response Costs  
4 actually incurred by DTSC, subsequent to the entry of this Consent Decree as a consent decree of  
5 the Court, that are incurred in a manner not inconsistent with the NCP, and that are included in  
6 the quarterly notices to the Non-Federal Settling Defendants required by section 6.1, above. The  
7 Non-Federal Settling Defendants shall pay such Response Costs on a quarterly basis, within sixty  
8 (60) days of receipt of each notice sent by DTSC pursuant to section 6.1, above. Each such  
9 payment shall be made by check, made payable to "DTSC Accounting," and shall bear on its  
10 face both the docket number of this action and the phrase "Site Code 200011." Each check shall  
11 be sent to Cashier, DTSC Accounting, P.O. Box 806, Sacramento, CA 95812-0806.

12           6.3     In the event that the Non-Federal Settling Defendants (or any one of them)  
13 dispute any amount included or set forth in any quarterly notice sent by DTSC pursuant to  
14 section 6.1, above, the Non-Federal Settling Defendants shall notify DTSC in writing within  
15 thirty (30) days of receipt of the notice. In such event, one or more representatives of the Non-  
16 Federal Settling Defendants and one or more DTSC representatives shall meet within thirty (30)  
17 days of the Non-Federal Settling Defendants' written notice to DTSC of their desire to dispute  
18 the amount included or set forth in DTSC's quarterly notice; the representatives shall attempt, in  
19 good faith, to resolve the dispute between DTSC and the Non-Federal Settling Defendants  
20 regarding said amount.

21           6.4     In the event that the representatives of DTSC and the Non-Federal Settling  
22 Defendants are unable to resolve a dispute between DTSC and the Non-Federal Settling  
23 Defendants regarding an amount included or set forth in a quarterly notice sent by DTSC  
24 pursuant to section 6.1, above, DTSC and the Non-Federal Settling Defendants shall have all  
25 rights, remedies and defenses conferred upon them by law with respect to said dispute.  
26 Specifically, DTSC shall have the right to assert any claim or cause of action for recovery of any  
27 Response Costs that it has incurred, or may incur in the future, subsequent to the entry of this  
28 Consent Decree as a consent decree of the Court. The Non-Federal Settling Defendants shall

1 retain all of their rights and defenses with respect to any such claim or cause of action, including  
2 the right to contend that some or all of the costs sought by DTSC: were not, in fact, incurred by  
3 DTSC; did not constitute Response Costs, as that term is defined in this Consent Decree; and/or  
4 were incurred in a manner inconsistent with the NCP. Notwithstanding the foregoing, however,  
5 the Non-Federal Settling Defendants waive their right to contend, in any action or proceeding  
6 brought by DTSC to recover Response Costs allegedly incurred by DTSC, subsequent to the  
7 entry of this Consent Decree as a consent decree of the Court, that they are not liable to DTSC  
8 for the Response Costs actually incurred by DTSC, subsequent to the entry of this Consent  
9 Decree as a consent decree of the Court, that are or were incurred in a manner not inconsistent  
10 with the NCP.

11                   7.     RESERVATION OF RIGHTS

12                   7.1     Except as expressly provided in this Consent Decree, nothing in the  
13 Consent Decree is intended, nor shall be construed, to preclude DTSC from exercising its  
14 authority under any law, statute or regulation. Furthermore, nothing in this Consent Decree is  
15 intended, nor shall be construed, to preclude any state agency, department, board or entity, other  
16 than DTSC, or any federal or local agency, department, board or entity, from exercising its  
17 authority under any law, statute or regulation.

18                   7.2     Notwithstanding any other provision in this Consent Decree, DTSC  
19 reserves the right to institute proceedings in this action or in a new action, seeking to compel any  
20 of the Settling Defendants to perform additional removal or remedial activities at the Site, and/or  
21 seeking further reimbursement of DTSC's Response Costs (incurred as a result of the  
22 circumstances set forth below), if

23                   (a)     conditions previously unknown to DTSC, for which that Settling  
24 Defendant is liable under any statute or law, are discovered at the Site after the entry of the  
25 Consent Decree, and these conditions indicate that (1) a hazardous substance has been or is  
26 being released at the Site or there is a threat of such release into the environment and (2) the  
27 response performed at the Site is not protective of human health and the environment, or;

28                   (b)     DTSC receives information after the entry of the Consent Decree that w

1 not available to DTSC at the time the Consent Decree was entered, concerning matters for which  
2 that Settling Defendant is liable, and that information indicates, and the Director of DTSC  
3 determines, that the response performed at the Site is not protective of human health and the  
4 environment.

5           8.       COVENANT NOT TO SUE BY DTSC

6           8.1       Except as specifically provided in sections 6.4 and 7.2, above, and in  
7 section 8.4, below, and except as may be necessary to enforce the terms of this Consent Decree,  
8 as of the date this Consent Decree is entered as a consent decree of the Court, DTSC covenants  
9 not to sue the Settling Defendants pursuant to CERCLA, pursuant to the California Hazardous  
10 Substance Account Act ("HSAA"), California Health and Safety Code sections 25300 et seq., or  
11 pursuant to any other statute or regulation or common law theory, to: (1) recover DTSC's  
12 Response Costs; or (2) require the Settling Defendants to conduct removal or remedial activities  
13 in response to the release or threatened release of hazardous substances at the Site.

14           8.2       Except as specifically provided in sections 6.4 and 7.2, above, and in  
15 section 8.4, below, upon the Non-Federal Settling Defendants' full performance of their  
16 obligations under this Consent Decree, this Consent Decree constitutes and will be treated as a  
17 full and complete defense to, and forever will be a complete bar to, the commencement of  
18 prosecution of any claims, causes of action or forms of relief described in section 8.1, above, by  
19 DTSC against the Non-Federal Settling Defendants.

20           8.3       Except as specifically provided in section 7.2, above, and in section 8.4,  
21 below, upon the Settling Federal Agency's payment as provided in section 5.3, this Consent  
22 Decree constitutes and will be treated as a full and complete defense to, and forever will be a  
23 complete bar to, the commencement of prosecution of any claims, causes of action or forms of  
24 relief described in section 8.1, above, by DTSC against the Settling Federal Agency.

25           8.4       The covenant not to sue set forth in section 8.1, above, does not pertain to  
26 any matters other than those expressly specified therein. DTSC reserves, and this Consent  
27 Decree is without prejudice to, all rights, claims and causes of action DTSC may have against the  
28 Settling Defendants with respect to all other matters.

1                   9.       COVENANTS NOT TO SUE BY THE SETTLING DEFENDANTS

2                   9.1       The Settling Defendants covenant not to sue, and agree not to assert any  
3 claims or causes of action against, DTSC, or its contractors or employees, for any costs or  
4 damages they might incur, or for any injuries or losses they might suffer, as a result of their  
5 performance of the requirements of this Consent Decree. The Settling Defendants further  
6 covenant not to sue, and agree not to assert any claims or causes of action against, DTSC, or its  
7 contractors or employees, for contribution of any costs they have incurred, or may incur in the  
8 future, conducting removal or remedial activities at and for the Site.

9                   9.2       Notwithstanding section 9.1 of this Consent Decree, in the event that  
10 DTSC seeks to require the Settling Defendants to perform further removal or remedial activities  
11 at or for the Site pursuant to section 7.2 of this Consent Decree, or in the event that DTSC seeks  
12 further reimbursement of Response Costs pursuant to section 7.2 of this Consent Decree, the  
13 Settling Defendants may assert against DTSC any right, claim or cause of action for contribution  
14 of such further removal or remedial activities, or of such further Response Costs, authorized by  
15 statute or common law, and DTSC may assert against the Settling Defendants any defenses  
16 authorized by statute or common law to any such right, claim or cause of action. Moreover,  
17 notwithstanding section 9.1 of this Consent Decree, the Settling Defendants do not waive any  
18 claims against DTSC that may arise subsequent to the entry of this Consent Decree as a result of  
19 acts undertaken by DTSC in excess of its legal authority, or as a result of acts or omissions of  
20 DTSC employees that recklessly or intentionally cause injury to the Settling Defendants'  
21 employees or tangible property, or to the employees or tangible property of the Settling  
22 Defendants' agents.

23                   9.3       Subject to the provision set forth in section 9.4, the Non-Federal Settling  
24 Defendants hereby forever release, discharge, and covenant and agree not to assert (by way of  
25 commencement of an action, the joinder of the United States in an existing action or in any other  
26 fashion) any and all claims, causes of action, suits, or demands of any kind whatsoever in law or  
27 in equity which it may have had, or hereafter have, including, but not limited to, claims under  
28 CERCLA sections 107 and 113, against the United States for the "Matters Addressed" in this

1 Consent Decree, as that term is defined in Section 10.2.1.

2           9.4     The United States hereby releases and covenants not to sue the Non-  
3 Federal Settling Defendants for "Matters Addressed" in this Consent Decree, as that term is  
4 defined in section 10.2.1, except the United States specifically reserves its right to assert against  
5 Non-Federal Settling Defendants any claims or actions regarding the Site brought on behalf of  
6 the United States Environmental Protection Agency or a natural resource trustee. In such event,  
7 the releases and covenants provided in sections 9.3 and 9.4 shall have no effect to the extent of  
8 the claims brought by EPA or a natural resource trustee and the Settling Defendants reserve all  
9 claims and defenses as to those claims.

10           10.     **EFFECT OF CONSENT DECREE**

11           10.1     This Consent Decree constitutes the resolution of the Settling Defendants'  
12 liability to DTSC in a judicially approved settlement within the meaning of section 113(f)(2) of  
13 CERCLA, 42 U.S.C. section 9613(f)(2). This Consent Decree requires the Non-Federal Settling  
14 Defendants to complete the remediation of the hazardous substances released at the Site by  
15 implementing the RAW and the FS/RAP, and by executing and complying with a Ground Water  
16 Operations Monitoring and Maintenance Agreement. This Consent Decree also requires the  
17 Settling Defendants to make a significant contribution towards DTSC's Response Costs.

18           10.2     Provided that the Non-Federal Settling Defendants perform their  
19 obligations under this Consent Decree, the Non-Federal Settling Defendants shall be entitled, as  
20 of the date this Consent Decree is entered as a consent decree of the Court, to protection against  
21 all claims for contribution, pursuant to section 113(f)(2) of CERCLA, 42 U.S.C. section  
22 9613(f)(2), for the "Matters Addressed" by this Consent Decree, to the fullest extent permitted by  
23 law. The "Matters Addressed" by this Consent Decree are all actions taken or to be taken by  
24 DTSC, by any of the Settling Defendants, or by any third person or entity not a party to this  
25 Consent Decree, in response to the release or threatened release of hazardous substances at the  
26 Site, and all costs incurred or to be incurred by DTSC, by any of the Settling Defendants, or by  
27 any third person or entity not a party to this Consent Decree, in response to said release or  
28 threatened release.

1                   10.3    Provided that the United States makes the payment pursuant to section 5.3  
2 of this Consent Decree, the Settling Federal Agency shall be entitled, as of the date this Consent  
3 Decree is entered as a consent decree of the Court, to protection against all claims for  
4 contribution, pursuant to section 113(f)(2) of CERCLA, 42 U.S.C. section 9613(f)(2), for the  
5 "Matters Addressed" by this Consent Decree, to the fullest extent permitted by law. The  
6 "Matters Addressed" by this Consent Decree are all actions taken or to be taken by DTSC, by  
7 any of the Settling Defendants, or by any third person or entity not a party to this Consent  
8 Decree, in response to the release or threatened release of hazardous substances at the Site, and  
9 all costs incurred or to be incurred by DTSC, by any of the Settling Defendants, or by any third  
10 person or entity not a party to this Consent Decree, in response to said release or threatened  
11 release.

12                   10.4    Without limiting sections 10.2 and 10.3 hereof, this Consent Decree  
13 shall, to the fullest extent permitted by law, prevent the Settling Defendants from being held  
14 liable to any third person or entity not a party to this Consent Decree for any claims for  
15 contribution, indemnity or the like, asserted under any federal, state or common law, arising out  
16 of or related to any response, cleanup, removal or remedial actions or costs, which such third  
17 persons or entities may take, incur or defray at any time in response to the release or threatened  
18 release of hazardous substances at the Site.

19                   10.5    Except as specifically provided in this Consent Decree, nothing in this  
20 Consent Decree is intended, nor shall be construed, to waive, release or otherwise affect any  
21 right, claim or cause of action held by any Party against, or to provide a covenant not to sue to,  
22 any third person or entity not a party to this Consent Decree, or to in any way limit, restrict, or  
23 impair the right of any Party to assert rights, claims, causes of actions and defenses against any  
24 third person or entity not a party to this Consent Decree, including without limitation the right to  
25 seek payment, reimbursement, contribution or indemnity from such persons or entities for  
26 obligations incurred or to be incurred, or actions taken or to be taken, under this Consent Decree.  
27 Except as specifically provided in this Consent Decree, the Parties expressly reserve any rights,  
28 claims, or causes of actions they might have against any third person or entity not a party to the

1 Consent Decree.

2 11. NOTIFICATION

3 Notification to or communication among the Parties as required or provided for in  
4 this Consent Decree shall be addressed as follows:

5 As to DTSC:

6 Barbara Cook, P.E.  
7 Department of Toxic Substances Control  
8 Northern California--Coastal Cleanup Operations  
9 700 Heinz Avenue, Suite 200  
10 Berkeley, CA 94710

9 As to Non-Federal Settling Defendants:

10 Nicholas W. van Aelstyn, Esq.  
11 Heller Ehrman White & McAuliffe L.L.P.  
12 333 Bush Street  
13 San Francisco, CA 94104-2878

13 As to Federal Settling Agency:

14 Chief, Environmental Defense Section  
15 United States Department of Justice  
16 Environment and Natural Resources Division  
17 P.O. Box 23986  
18 Washington, D.C. 20026-3986

17 12. MODIFICATION OF SETTLEMENT AGREEMENT AND  
18 CONSENT DECREE

19 This Consent Decree may only be modified upon the written approval of the  
20 Parties and the Court. DTSC and the Settling Defendants may, however, agree informally to  
21 modify the time period for completion of any activities required by this Consent Decree without  
22 seeking a formal modification of the Consent Decree from the Court. Any informal modification  
23 of the time period for completion of any activities required by this Consent Decree shall be set  
24 forth by the Parties in writing. DTSC and the Settling Defendants also may agree to modify any  
25 Ground Water Operations Monitoring and Maintenance Agreement into which they enter,  
26 without seeking a formal modification of this Consent Decree from the Court, by complying with  
27 any provision in that Agreement governing its modification. Nothing in this section is intended,  
28 nor shall be construed, to limit or otherwise affect DTSC's right, pursuant to sections 3.5 and

1 3.10 of this Consent Decree, unilaterally to modify the Remedial Design and the Implementation  
2 Report to be submitted by the Non-Federal Settling Defendants to DTSC pursuant to sections 3.1  
3 and 3.9 of this Consent Decree.

4 13. APPLICATION OF CONSENT DECREE

5 This Consent Decree shall apply to and be binding upon DTSC, each of the  
6 Settling Defendants, and each of their respective successors and assigns. The provisions of this  
7 Consent Decree shall inure to the benefit of DTSC, each of the Settling Defendants, and each of  
8 their respective successors and assigns. The provisions of this Consent Decree shall also inure to  
9 the benefit of the officers, directors, employees and agents of each of the Settling Defendants, in  
10 their capacities as such. This Consent Decree, however, does not settle, resolve or otherwise  
11 affect any claims for relief or causes of action DTSC has made or asserted, or which DTSC could  
12 make or assert in the future, against any of the officers, directors, employees or agents of the  
13 Settling Defendants, for any of the matters set forth in section 8.1 of this Consent Decree, that  
14 does not arise out of the status of the officer, director, employee or agent of a Settling Defendant  
15 as an officer, director, employee or agent of a Settling Defendant.

16 14. AUTHORITY TO ENTER

17 Each signatory to this Consent Decree certifies that he or she is fully authorized  
18 by the party he or she represents to enter into this Consent Decree, to execute it on behalf of the  
19 party represented and legally to bind that party.

20 15. INTEGRATION

21 This Consent Decree, including the exhibits and other materials incorporated  
22 herein by reference, constitutes the entire agreement among the Parties and may not be amended  
23 or supplemented except as provided for in this Consent Decree.

24 16. RETENTION OF JURISDICTION

25 The Court shall retain jurisdiction of this matter for the purpose of enforcing the  
26 terms of this Consent Decree.

27 17. EXECUTION OF DECREE

28 This Consent Decree may be executed in two or more counterparts, each of wh



1 shall be deemed an original, but all of which together shall constitute one and the same  
2 instrument.

3 18. APPROVALS OF PARTIES

4 Plaintiff DTSC consents to this Consent Decree by its duly authorized  
5 representative as follows:

6 Dated: 5/24/01

STATE OF CALIFORNIA DEPARTMENT  
OF TOXIC SUBSTANCES CONTROL

9 By: Barbara J. Cook  
10 BARBARA J. COOK, P.E.  
11 Chief, Northern California--Coastal  
12 Cleanup Operations Branch, State of  
California Department of Toxic  
Substances Control

13 Non-Federal Settling Defendant Aerojet-General Corporation consents to this  
14 Consent Decree by its duly authorized representative as follows:

15 Dated: \_\_\_\_\_

AEROJET-GENERAL CORPORATION

17 By: \_\_\_\_\_

18 Its: \_\_\_\_\_

19 Non-Federal Settling Defendant Alternative Materials Technology, Inc. (for U.S.  
20 Cellulose) consents to this Consent Decree by its duly authorized representative as follows:

21 Dated: \_\_\_\_\_

ALTERNATIVE MATERIALS TECHNOLOGY,  
INC. (for U.S. CELLULOSE)

23 By: \_\_\_\_\_

24 Its: \_\_\_\_\_

25 //

26 //

27 //

28 //

1 shall be deemed an original, but all of which together shall constitute one and the same  
2 instrument.

3 18. APPROVALS OF PARTIES

4 Plaintiff DTSC consents to this Consent Decree by its duly authorized  
5 representative as follows:

6 Dated: \_\_\_\_\_

STATE OF CALIFORNIA DEPARTMENT  
OF TOXIC SUBSTANCES CONTROL

9 By: \_\_\_\_\_

BARBARA J. COOK, P.E.  
Chief, Northern California--Coastal  
Cleanup Operations Branch, State of  
California Department of Toxic  
Substances Control

13 Non-Federal Settling Defendant Aerojet-General Corporation consents to this  
14 Consent Decree by its duly authorized representative as follows:

15 Dated: 3/19/07

AEROJET-GENERAL CORPORATION

16 By: \_\_\_\_\_

Brian E. Sweeney

17 Its: \_\_\_\_\_

Assistant Secretary

19 Non-Federal Settling Defendant Alternative Materials Technology, Inc. (for U.S.  
20 Cellulose) consents to this Consent Decree by its duly authorized representative as follows:

21 Dated: \_\_\_\_\_

ALTERNATIVE MATERIALS TECHNOLOGY,  
INC. (for U.S. CELLULOSE)

23 By: \_\_\_\_\_

24 Its: \_\_\_\_\_

25 //

26 //

27 //

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1 shall be deemed an original, but all of which together shall constitute one and the same  
2 instrument.

3 18. APPROVALS OF PARTIES

4 Plaintiff DTSC consents to this Consent Decree by its duly authorized  
5 representative as follows:

6 Dated: \_\_\_\_\_ STATE OF CALIFORNIA DEPARTMENT  
7 OF TOXIC SUBSTANCES CONTROL

8  
9 By: \_\_\_\_\_  
10 BARBARA J. COOK, P.E.  
11 Chief, Northern California--Coastal  
12 Cleanup Operations Branch, State of  
California Department of Toxic  
Substances Control

13 Non-Federal Settling Defendant Aerojet-General Corporation consents to this  
14 Consent Decree by its duly authorized representative as follows:

15 Dated: \_\_\_\_\_ AEROJET-GENERAL CORPORATION

16  
17 By: \_\_\_\_\_  
18 Its: \_\_\_\_\_

19 Non-Federal Settling Defendant Alternative Materials Technology, Inc. (for U.S.  
20 Cellulose) consents to this Consent Decree by its duly authorized representative as follows:

21 Dated: \_\_\_\_\_ ALTERNATIVE MATERIALS TECHNOLOGY,  
22 INC. (for U.S. CELLULOSE)

23 By: W. M. [Signature]  
24 Its: President & CEO

25 //

26 //

27 //

28 //

1 Non-Federal Defendant Ashland, Inc. (sued herein as Ashland Chemical,  
2 Incorporated) consents to this Consent Decree by its duly authorized representative as follows.

3 Dated: 3/14/01

ASHLAND, INC.

4  
5 By: Thomas F. Du

6 Its: Associate General Counsel

7 Non-Federal Defendant ChemCentral Corporation consents to this Consent  
8 Decree by its duly authorized representative as follows:

9 Dated: \_\_\_\_\_

CHEMCENTRAL CORPORATION

10 By: \_\_\_\_\_

11 Its: \_\_\_\_\_  
12

13 Non-Federal Settling Defendant Chevron U.S.A., Inc. consents to this Consent  
14 Decree by its duly authorized representative as follows:

15 Dated: \_\_\_\_\_

CHEVRON U.S.A., INC.

16 By: \_\_\_\_\_

17 Its: \_\_\_\_\_  
18

19 Non-Federal Settling Defendant Courtaulds Coatings, Inc. (for International Paint  
20 Company) consents to this Consent Decree by its duly authorized representative as follows:

21 Dated: \_\_\_\_\_

COURTAULDS COATINGS, INC. (for  
INTERNATIONAL PAINT COMPANY)

22 By: \_\_\_\_\_

23 Its: \_\_\_\_\_  
24

25 //

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28 //

1 Non-Federal Defendant Ashland, Inc. (sued herein as Ashland Chemical,  
2 Incorporated) consents to this Consent Decree by its duly authorized representative as follows

3 Dated: \_\_\_\_\_ ASHLAND, INC.

4 By: \_\_\_\_\_

5 Its: \_\_\_\_\_

6  
7 Non-Federal Defendant ChemCentral Corporation consents to this Consent  
8 Decree by its duly authorized representative as follows:

9 Dated: 03/12/01 CHEMCENTRAL CORPORATION

10 By: Will D. Mull

11 Its: Vice President - General Counsel

12  
13 Non-Federal Settling Defendant Chevron U.S.A., Inc. consents to this Consent  
14 Decree by its duly authorized representative as follows:

15 Dated: \_\_\_\_\_ CHEVRON U.S.A., INC.

16 By: \_\_\_\_\_

17 Its: \_\_\_\_\_

18  
19 Non-Federal Settling Defendant Courtaulds Coatings, Inc. (for International Paint  
20 Company) consents to this Consent Decree by its duly authorized representative as follows:

21 Dated: \_\_\_\_\_ COURTAULDS COATINGS, INC. (for  
22 INTERNATIONAL PAINT COMPANY)

23 By: \_\_\_\_\_

24 Its: \_\_\_\_\_

25 //

26 //

27 //

28 //

1 Non-Federal Defendant Ashland, Inc. (sued herein as Ashland Chemical,  
2 Incorporated) consents to this Consent Decree by its duly authorized representative as follows:

3 Dated: \_\_\_\_\_ ASHLAND, INC.

4 By: \_\_\_\_\_

5 Its: \_\_\_\_\_

6  
7 Non-Federal Defendant ChemCentral Corporation consents to this Consent  
8 Decree by its duly authorized representative as follows:

9 Dated: \_\_\_\_\_ CHEMCENTRAL CORPORATION

10 By: \_\_\_\_\_

11 Its: \_\_\_\_\_

12  
13 Non-Federal Settling Defendant Chevron U.S.A., Inc. consents to this Consent  
14 Decree by its duly authorized representative as follows:

15 Dated: March 12, 2001 CHEVRON U.S.A., INC.

16 By: R. L. Amin

17 Its: Assistant Secretary

18  
19 Non-Federal Settling Defendant Courtaulds Coatings, Inc. (for International Paint  
20 Company) consents to this Consent Decree by its duly authorized representative as follows:

21 Dated: \_\_\_\_\_ COURTAULDS COATINGS, INC. (for  
22 INTERNATIONAL PAINT COMPANY)

23 By: \_\_\_\_\_

24 Its: \_\_\_\_\_

25 //

26 //

27 //

28 //

1 Non-Federal Defendant Ashland, Inc. (sued herein as Ashland Chemical,  
2 Incorporated) consents to this Consent Decree by its duly authorized representative as follows:

3 Dated: \_\_\_\_\_ ASHLAND, INC.

4 By: \_\_\_\_\_  
5 Its: \_\_\_\_\_  
6

7 Non-Federal Defendant ChemCentral Corporation consents to this Consent  
8 Decree by its duly authorized representative as follows:

9 Dated: \_\_\_\_\_ CHEMCENTRAL CORPORATION

10 By: \_\_\_\_\_  
11 Its: \_\_\_\_\_  
12

13 Non-Federal Settling Defendant Chevron U.S.A., Inc. consents to this Consent  
14 Decree by its duly authorized representative as follows:

15 Dated: \_\_\_\_\_ CHEVRON U.S.A., INC.

16 By: \_\_\_\_\_  
17 Its: \_\_\_\_\_  
18

19 Non-Federal Settling Defendant Courtaulds Coatings, Inc. (for International Paint  
20 Company) consents to this Consent Decree by its duly authorized representative as follows:

21 Dated: \_\_\_\_\_ ~~COURTAULDS COATINGS, INC. (an~~  
~~INTERNATIONAL PAINT COMPANY)~~

22 **C FORMERLY COURTAULDS COATINGS, INC.**  
23 By: \_\_\_\_\_  
24 Its: \_\_\_\_\_  
25

26 //

27 //

28 //

29 //

1 Non-Federal Settling Defendant Delta Air Lines, Inc. consents to this Consent  
2 Decree by its duly authorized representative as follows:

3 Dated: 3/20/01

DELTA AIR LINES, INC.

4  
5 By: Alison M Jordan

6 Its: Attorney

7 Non-Federal Settling Defendant Dorsett & Jackson, Inc. consents to this Consent  
8 Decree by its duly authorized representative as follows:

9 Dated: \_\_\_\_\_

DORSETT & JACKSON, INC.

10 By: \_\_\_\_\_

11 Its: \_\_\_\_\_  
12

13 Non-Federal Settling Defendant The Dow Chemical Company consents to this  
14 Consent Decree by its duly authorized representative as follows:

15 Dated: \_\_\_\_\_

THE DOW CHEMICAL COMPANY

16 By: \_\_\_\_\_

17 Its: \_\_\_\_\_  
18

19 Non-Federal Settling Defendant E.I. DuPont de Nemours & Company, Inc.  
20 consents to this Consent Decree by its duly authorized representative as follows:

21 Dated: \_\_\_\_\_

E.I. DUPONT DE NEMOURS & COMPANY, INC.

22 By: \_\_\_\_\_

23 Its: \_\_\_\_\_  
24 //  
25 //  
26 //  
27 //  
28 //



1 Non-Federal Settling Defendant Delta Air Lines, Inc. consents to this Consent  
2 Decree by its duly authorized representative as follows:

3 Dated: \_\_\_\_\_ DELTA AIR LINES, INC.

4  
5 By: \_\_\_\_\_

6 Its: \_\_\_\_\_

7 Non-Federal Settling Defendant Dorsett & Jackson, Inc. consents to this Consent  
8 Decree by its duly authorized representative as follows:

9 Dated: 3/7/01 DORSETT & JACKSON, INC.

10 By: Donald F. Witterman

11 Its: President

12  
13 Non-Federal Settling Defendant The Dow Chemical Company consents to this  
14 Consent Decree by its duly authorized representative as follows:

15 Dated: \_\_\_\_\_ THE DOW CHEMICAL COMPANY

16  
17 By: \_\_\_\_\_

18 Its: \_\_\_\_\_

19 Non-Federal Settling Defendant E.I. DuPont de Nemours & Company, Inc.  
20 consents to this Consent Decree by its duly authorized representative as follows:

21 Dated: \_\_\_\_\_ E.I. DUPONT DE NEMOURS & COMPANY, INC.

22  
23 By: \_\_\_\_\_

24 Its: \_\_\_\_\_

25 //  
26 //  
27 //  
28 //

1 Non-Federal Settling Defendant Delta Air Lines, Inc. consents to this Consent  
2 Decree by its duly authorized representative as follows:

3 Dated: \_\_\_\_\_ DELTA AIR LINES, INC.

4 By: \_\_\_\_\_

5 Its: \_\_\_\_\_

6  
7 Non-Federal Settling Defendant Dorsett & Jackson, Inc. consents to this Consent  
8 Decree by its duly authorized representative as follows:

9 Dated: \_\_\_\_\_ DORSETT & JACKSON, INC.

10 By: \_\_\_\_\_

11 Its: \_\_\_\_\_

12  
13 Non-Federal Settling Defendant The Dow Chemical Company consents to this  
14 Consent Decree by its duly authorized representative as follows:

15 Dated: March 12, 2001 THE DOW CHEMICAL COMPANY

16 By: [Signature]

17 Its: Attorney

18  
19 Non-Federal Settling Defendant E.I. DuPont de Nemours & Company, Inc.  
20 consents to this Consent Decree by its duly authorized representative as follows:

21 Dated: \_\_\_\_\_ E.I. DUPONT DE NEMOURS & COMPANY, INC.

22 By: \_\_\_\_\_

23 Its: \_\_\_\_\_

24 //

25 //

26 //

27 //

28 //

1 Non-Federal Settling Defendant Delta Air Lines, Inc. consents to this Consent  
2 Decree by its duly authorized representative as follows:

3 Dated: \_\_\_\_\_ DELTA AIR LINES, INC.

4 By: \_\_\_\_\_

5 Its: \_\_\_\_\_  
6

7 Non-Federal Settling Defendant Dorsett & Jackson, Inc. consents to this Consent  
8 Decree by its duly authorized representative as follows:

9 Dated: \_\_\_\_\_ DORSETT & JACKSON, INC.

10 By: \_\_\_\_\_

11 Its: \_\_\_\_\_  
12

13 Non-Federal Settling Defendant The Dow Chemical Company consents to this  
14 Consent Decree by its duly authorized representative as follows:

15 Dated: \_\_\_\_\_ THE DOW CHEMICAL COMPANY

16 By: \_\_\_\_\_

17 Its: \_\_\_\_\_  
18

19 Non-Federal Settling Defendant E.I. DuPont de Nemours & Company, Inc.  
20 consents to this Consent Decree by its duly authorized representative as follows:

21 Dated: 12 MAR 01 E.I. DUPONT DE NEMOURS & COMPANY, INC.

22 By:  \_\_\_\_\_

23 Its: PROJECT DIRECTOR \_\_\_\_\_

24 //

25 //

26 //

27 //

28 //

1 Non-Federal Settling Defendant Eureka Chemical Company consents to this  
2 Consent Decree by its duly authorized representative as follows:

3 Dated: 30701

EUREKA CHEMICAL COMPANY

4  
5 By: [Signature]

6 Its: atly in fact

Edward V. Pollack, Attorney-in-Fact

7 Non-Federal Settling Defendant Eureka Fluid Works consents to this Consent  
8 Decree by its duly authorized representative as follows:

9 Dated: \_\_\_\_\_

EUREKA FLUID WORKS

10  
11 By: \_\_\_\_\_

12 Its: \_\_\_\_\_

13 Non-Federal Settling Defendant Ford Motor Company consents to this Consent  
14 Decree by its duly authorized representative as follows:

15 Dated: \_\_\_\_\_

FORD MOTOR COMPANY

16  
17 By: \_\_\_\_\_

18 Its: \_\_\_\_\_

19 Non-Federal Settling Defendant General Motors Corporation consents to this Consent  
20 Decree by its duly authorized representative as follows:

21 Dated: \_\_\_\_\_

GENERAL MOTORS CORPORATION

22  
23 By: \_\_\_\_\_

24 Its: \_\_\_\_\_

25 //

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27 //

28 //

1 Non-Federal Settling Defendant Eureka Chemical Company consents to this  
2 Consent Decree by its duly authorized representative as follows:

3 Dated: \_\_\_\_\_ EUREKA CHEMICAL COMPANY

4  
5 By: \_\_\_\_\_

6 Its: \_\_\_\_\_

7 Non-Federal Settling Defendant Eureka Fluid Works consents to this Consent  
8 Decree by its duly authorized representative as follows:

9 Dated: 5/1/01 EUREKA FLUID WORKS

10 By: Elliott E. Lantieri

11 Its: Former President

12  
13 Non-Federal Settling Defendant Ford Motor Company consents to this Consent  
14 Decree by its duly authorized representative as follows:

15 Dated: \_\_\_\_\_ FORD MOTOR COMPANY

16  
17 By: \_\_\_\_\_

18 Its: \_\_\_\_\_

19 Non-Federal Settling Defendant General Motors Corporation consents to this Consent  
20 Decree by its duly authorized representative as follows:

21 Dated: \_\_\_\_\_ GENERAL MOTORS CORPORATION

22  
23 By: \_\_\_\_\_

24 Its: \_\_\_\_\_

25 //

26 //

27 //

28 //

1 Non-Federal Settling Defendant Eureka Chemical Company consents to this  
2 Consent Decree by its duly authorized representative as follows:

3 Dated: \_\_\_\_\_ EUREKA CHEMICAL COMPANY

4 By: \_\_\_\_\_

5 Its: \_\_\_\_\_

6  
7 Non-Federal Settling Defendant Eureka Fluid Works consents to this Consent  
8 Decree by its duly authorized representative as follows:

9 Dated: \_\_\_\_\_ EUREKA FLUID WORKS

10 By: \_\_\_\_\_

11 Its: \_\_\_\_\_

12  
13 Non-Federal Settling Defendant Ford Motor Company consents to this Consent  
14 Decree by its duly authorized representative as follows:

15 Dated: 3-20-01 FORD MOTOR COMPANY

16 By:  \_\_\_\_\_

17 Its: Assistant Secretary

18  
19 Non-Federal Settling Defendant General Motors Corporation consents to this Consent  
20 Decree by its duly authorized representative as follows:

21 Dated: \_\_\_\_\_ GENERAL MOTORS CORPORATION

22 By: \_\_\_\_\_

23 Its: \_\_\_\_\_

24  
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1 Non-Federal Settling Defendant Eureka Chemical Company consents to this  
2 Consent Decree by its duly authorized representative as follows:

3 Dated: \_\_\_\_\_ EUREKA CHEMICAL COMPANY

4 By: \_\_\_\_\_

5 Its: \_\_\_\_\_

6  
7 Non-Federal Settling Defendant Eureka Fluid Works consents to this Consent  
8 Decree by its duly authorized representative as follows:

9 Dated: \_\_\_\_\_ EUREKA FLUID WORKS

10 By: \_\_\_\_\_

11 Its: \_\_\_\_\_

12  
13 Non-Federal Settling Defendant Ford Motor Company consents to this Consent  
14 Decree by its duly authorized representative as follows:

15 Dated: \_\_\_\_\_ FORD MOTOR COMPANY

16 By: \_\_\_\_\_

17 Its: \_\_\_\_\_

18  
19 Non-Federal Settling Defendant General Motors Corporation consents to this Consent  
20 Decree by its duly authorized representative as follows:

21 Dated: 3/13/2001 GENERAL MOTORS CORPORATION

22 By: Ron A. Schieman

23 Its: ATTORNEY

24  
25 //

26 //

27 //

28 //

1 Non-Federal Settling Defendant Great Western Chemical Company consents to  
2 this Consent Decree by its duly authorized representative as follows:

3 Dated: 3/20/01

GREAT WESTERN CHEMICAL COMPANY

4 By: [Signature]

5 Its: Chief Operating Officer

6  
7 Non-Federal Settling Defendant Hewlett-Packard Company consents to this  
8 Consent Decree by its duly authorized representative as follows:

9 Dated: \_\_\_\_\_

HEWLETT-PACKARD COMPANY

10 By: \_\_\_\_\_

11 Its: \_\_\_\_\_

12  
13 Non-Federal Defendant Honeywell International, Inc. (successor to Allied-Signal,  
14 Inc.) consents to this Consent Decree by its duly authorized representative as follows:

15 Dated: \_\_\_\_\_

HONEYWELL INTERNATIONAL, INC.  
(successor to ALLIED-SIGNAL, INC.)

16  
17 By: \_\_\_\_\_

18 Its: \_\_\_\_\_

19 Non-Federal Settling Defendant Inter-State Oil Company consents to this Consent  
20 Decree by its duly authorized representative as follows:

21 Dated: \_\_\_\_\_

INTER-STATE OIL COMPANY

22 By: \_\_\_\_\_

23 Its: \_\_\_\_\_

24 //

25 //

26 //

27 //

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1 Non-Federal Settling Defendant Great Western Chemical Company consents to  
2 this Consent Decree by its duly authorized representative as follows:

3 Dated: \_\_\_\_\_ GREAT WESTERN CHEMICAL COMPANY

4  
5 By: \_\_\_\_\_

6 Its: \_\_\_\_\_

7 Non-Federal Settling Defendant Hewlett-Packard Company consents to this  
8 Consent Decree by its duly authorized representative as follows:

9 Dated: 3/30/01 HEWLETT-PACKARD COMPANY

10  
11 By: [Signature]

12 Its: Environmental Program Manager

13 Non-Federal Defendant Honeywell International, Inc. (successor to Allied-Signal,  
14 Inc.) consents to this Consent Decree by its duly authorized representative as follows:

15 Dated: \_\_\_\_\_ HONEYWELL INTERNATIONAL, INC.  
16 (successor to ALLIED-SIGNAL, INC.)

17 By: \_\_\_\_\_

18 Its: \_\_\_\_\_

19 Non-Federal Settling Defendant Inter-State Oil Company consents to this Consent  
20 Decree by its duly authorized representative as follows:

21 Dated: \_\_\_\_\_ INTER-STATE OIL COMPANY

22  
23 By: \_\_\_\_\_

24 Its: \_\_\_\_\_

25 //

26 //

27 //

28 //

1 Non-Federal Settling Defendant Great Western Chemical Company consents to  
2 this Consent Decree by its duly authorized representative as follows:

3 Dated: \_\_\_\_\_ GREAT WESTERN CHEMICAL COMPANY

4 By: \_\_\_\_\_

5 Its: \_\_\_\_\_

6  
7 Non-Federal Settling Defendant Hewlett-Packard Company consents to this  
8 Consent Decree by its duly authorized representative as follows:

9 Dated: \_\_\_\_\_ HEWLETT-PACKARD COMPANY

10 By: \_\_\_\_\_

11 Its: \_\_\_\_\_

12  
13 Non-Federal Defendant Honeywell International, Inc. (successor to Allied-Signal,  
14 Inc.) consents to this Consent Decree by its duly authorized representative as follows:

15 Dated: 3/27/01 HONEYWELL INTERNATIONAL, INC.  
16 (successor to ALLIED-SIGNAL, INC.)

17 By: Robert J. Ford

18 Its: Director, Remediation & Evaluation Services

19 Non-Federal Settling Defendant Inter-State Oil Company consents to this Consent  
20 Decree by its duly authorized representative as follows:

21 Dated: \_\_\_\_\_ INTER-STATE OIL COMPANY

22 By: \_\_\_\_\_

23 Its: \_\_\_\_\_

24 //

25 //

26 //

27 //

28 //

1 Non-Federal Settling Defendant Great Western Chemical Company consents to  
2 this Consent Decree by its duly authorized representative as follows:

3 Dated: \_\_\_\_\_ GREAT WESTERN CHEMICAL COMPANY

4 By: \_\_\_\_\_

5 Its: \_\_\_\_\_

6  
7 Non-Federal Settling Defendant Hewlett-Packard Company consents to this  
8 Consent Decree by its duly authorized representative as follows:

9 Dated: \_\_\_\_\_ HEWLETT-PACKARD COMPANY

10 By: \_\_\_\_\_

11 Its: \_\_\_\_\_

12  
13 Non-Federal Defendant Honeywell International, Inc. (successor to Allied-Signal,  
14 Inc.) consents to this Consent Decree by its duly authorized representative as follows:

15 Dated: \_\_\_\_\_ HONEYWELL INTERNATIONAL, INC.  
16 (successor to ALLIED-SIGNAL, INC.)

17 By: \_\_\_\_\_

18 Its: \_\_\_\_\_

19 Non-Federal Settling Defendant Inter-State Oil Company consents to this Consent  
20 Decree by its duly authorized representative as follows:

21 Dated: 3-27-2001 INTER-STATE OIL COMPANY

22 By: [Signature]

23 Its: President

24 //

25 //

26 //

27 //

28 //

1 Non-Federal Settling Defendant Ingersoll-Rand Company (for Schlage Lock  
2 Company) consents to this Consent Decree by its duly authorized representative as follows:

3 Dated: March 20, 2001

INGERSOLL-RAND COMPANY (for SCHLAGE  
LOCK COMPANY)

4  
5 By: 

6 Its: Sr. Vice President & General Counsel

7 Non-Federal Settling Defendant Intel Corporation consents to this Consent Decree  
8 by its duly authorized representative as follows:

9 Dated: \_\_\_\_\_

INTEL CORPORATION

10 By: \_\_\_\_\_

11 Its: \_\_\_\_\_

12 Non-Federal Settling Defendant International Paper Company (for Stecher-Traung-  
13 Schmidt) consents to this Consent Decree by its duly authorized representative as follows:

14 Dated: \_\_\_\_\_

INTERNATIONAL PAPER COMPANY (for  
STECHE-TRAUNG-SCHMIDT)

15  
16 By: \_\_\_\_\_

17 Its: \_\_\_\_\_

18 Non-Federal Settling Defendant Kaiser Aluminum & Chemical Corporation consents to  
19 this Consent Decree by its duly authorized representative as follows:

20 Dated: \_\_\_\_\_

KAISER ALUMINUM & CHEMICAL  
CORPORATION

21  
22 By: \_\_\_\_\_

23 Its: \_\_\_\_\_

24 //

25 //

26 //

27 //

28 //

1 Non-Federal Settling Defendant Ingersoll-Rand Company (for Schlage Lock  
2 Company) consents to this Consent Decree by its duly authorized representative as follows:

3 Dated: \_\_\_\_\_ INGERSOLL-RAND COMPANY (for SCHLAGE  
4 LOCK COMPANY)

5 By: \_\_\_\_\_

6 Its: \_\_\_\_\_

7 Non-Federal Settling Defendant Intel Corporation consents to this Consent Decree  
8 by its duly authorized representative as follows:

9 Dated: 04/11/2001 INTEL CORPORATION

10 By: John R. Masterman

11 Its: JOHN R. MASTERMAN  
SENIOR ATTORNEY

12 Non-Federal Settling Defendant International Paper Company (for Stecher-Traung-  
13 Schmidt) consents to this Consent Decree by its duly authorized representative as follows:

14 Dated: \_\_\_\_\_ INTERNATIONAL PAPER COMPANY (for  
15 STECHER-TRAUNG-SCHMIDT)

16 By: \_\_\_\_\_

17 Its: \_\_\_\_\_

18 Non-Federal Settling Defendant Kaiser Aluminum & Chemical Corporation consents to  
19 this Consent Decree by its duly authorized representative as follows:

20 Dated: \_\_\_\_\_ KAISER ALUMINUM & CHEMICAL  
21 CORPORATION

22 By: \_\_\_\_\_

23 Its: \_\_\_\_\_

24 //

25 //

26 //

27 //

28 //

1 Non-Federal Settling Defendant Ingersoll-Rand Company (for Schlage Lock  
2 Company) consents to this Consent Decree by its duly authorized representative as follows:

3 Dated: \_\_\_\_\_ INGERSOLL-RAND COMPANY (for SCHLAGE  
4 LOCK COMPANY)

5 By: \_\_\_\_\_

6 Its: \_\_\_\_\_

7 Non-Federal Settling Defendant Intel Corporation consents to this Consent Decree  
8 by its duly authorized representative as follows:

9 Dated: \_\_\_\_\_ INTEL CORPORATION

10 By: \_\_\_\_\_

11 Its: \_\_\_\_\_

12 Non-Federal Settling Defendant International Paper Company (for Stecher-Traung-  
13 Schmidt) consents to this Consent Decree by its duly authorized representative as follows:

14 Dated: April 6, 2001 INTERNATIONAL PAPER COMPANY (for  
15 STECHER-TRAUNG-SCHMIDT)

16 By:  \_\_\_\_\_

17 Its: Eric G. Johannessen  
Senior Counsel - Environment, Health & Safety

18 Non-Federal Settling Defendant Kaiser Aluminum & Chemical Corporation consents to  
19 this Consent Decree by its duly authorized representative as follows:

20 Dated: \_\_\_\_\_ KAISER ALUMINUM & CHEMICAL  
21 CORPORATION

22 By: \_\_\_\_\_

23 Its: \_\_\_\_\_

24 //

25 //

26 //

27 //

28 //

1 Non-Federal Settling Defendant Ingersoll-Rand Company (for Schlage Lock  
2 Company) consents to this Consent Decree by its duly authorized representative as follows:

3 Dated: \_\_\_\_\_ INGERSOLL-RAND COMPANY (for SCHLAGE  
4 LOCK COMPANY)

5 By: \_\_\_\_\_

6 Its: \_\_\_\_\_

7 Non-Federal Settling Defendant Intel Corporation consents to this Consent Decree  
8 by its duly authorized representative as follows:

9 Dated: \_\_\_\_\_ INTEL CORPORATION

10 By: \_\_\_\_\_

11 Its: \_\_\_\_\_

12 Non-Federal Settling Defendant International Paper Company (for Stecher-Traung-  
13 Schmidt) consents to this Consent Decree by its duly authorized representative as follows:

14 Dated: \_\_\_\_\_ INTERNATIONAL PAPER COMPANY (for  
15 STECHER-TRAUNG-SCHMIDT)

16 By: \_\_\_\_\_

17 Its: \_\_\_\_\_

18 Non-Federal Settling Defendant Kaiser Aluminum & Chemical Corporation consents to  
19 this Consent Decree by its duly authorized representative as follows:

20 Dated: 3/19/01 KAISER ALUMINUM & CHEMICAL  
21 CORPORATION

22 By: Chris Laszlo-Davis

23 Its: VP, Corporate Environmental  
24 Affairs, Health & Safety

25 //

26 //

27 //

28 //

1 Non-Federal Settling Defendant Litton Electron Devices (a division of Litton  
2 Systems, Inc.) consents to this Consent Decree by its duly authorized representative as follows.

3 Dated: \_\_\_\_\_

LITTON ELECTRON DEVICES (a division of  
LITTON SYSTEMS, INC.)

4  
5 By: \_\_\_\_\_

6 Its: \_\_\_\_\_

7 Non-Federal Settling Defendant Lockheed Martin Corporation (successor to  
8 Lockheed Missiles & Space Company, Inc.) consents to this Consent Decree by its duly  
9 authorized representative as follows:

10 Dated: \_\_\_\_\_

LOCKHEED MARTIN CORPORATION (successor  
to LOCKHEED MISSILES & SPACE COMPANY,  
INC.)

11  
12 By: \_\_\_\_\_

13 Its: \_\_\_\_\_

14  
15 Non-Federal Settling Defendant Maxus Energy Corporation (for Occidental  
16 Chemical Corporation, successor to Diamond Shamrock Chemical Company) consents to this  
17 Consent Decree by its duly authorized representative as follows:

18 Dated: \_\_\_\_\_

MAXUS ENERGY CORPORATION (for  
OCCIDENTAL CHEMICAL CORPORATION,  
successor to DIAMOND SHAMROCK CHEMICAL  
COMPANY)

19  
20 By: \_\_\_\_\_

21 Its: \_\_\_\_\_

22  
23 Non-Federal Settling Defendant McKesson HBOC, Inc. consents to this Consent Decree  
24 by its duly authorized representative as follows:

25 Dated: \_\_\_\_\_

McKESSON HBOC, INC.

26 By: \_\_\_\_\_

27 Its: \_\_\_\_\_

28



1 Non-Federal Settling Defendant Litton Electron Devices (a division of Litton  
2 Systems, Inc.) consents to this Consent Decree by its duly authorized representative as follow

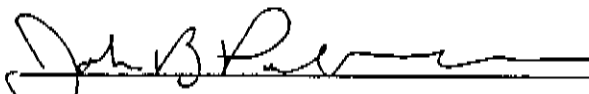
3 Dated: \_\_\_\_\_ LITTON ELECTRON DEVICES (a division of  
4 LITTON SYSTEMS, INC.)

5 By: \_\_\_\_\_

6 Its: \_\_\_\_\_

7 Non-Federal Settling Defendant Lockheed Martin Corporation (successor to  
8 Lockheed Missiles & Space Company, Inc.) consents to this Consent Decree by its duly  
9 authorized representative as follows:

10 Dated: 3-22-01 LOCKHEED MARTIN CORPORATION (successor  
11 to LOCKHEED MISSILES & SPACE COMPANY,  
12 INC.)

13 By: 

14 Its: Division Counsel

15 Non-Federal Settling Defendant Maxus Energy Corporation (for Occidental  
16 Chemical Corporation, successor to Diamond Shamrock Chemical Company) consents to this  
17 Consent Decree by its duly authorized representative as follows:

18 Dated: \_\_\_\_\_ MAXUS ENERGY CORPORATION (for  
19 OCCIDENTAL CHEMICAL CORPORATION,  
20 successor to DIAMOND SHAMROCK CHEMICAL  
21 COMPANY)

22 By: \_\_\_\_\_

23 Its: \_\_\_\_\_

24 Non-Federal Settling Defendant McKesson HBOC, Inc. consents to this Consent Decree  
25 by its duly authorized representative as follows:

26 Dated: \_\_\_\_\_ McKESSON HBOC, INC.

27 By: \_\_\_\_\_

28 Its: \_\_\_\_\_

1 Non-Federal Settling Defendant Litton Electron Devices (a division of Litton  
2 Systems, Inc.) consents to this Consent Decree by its duly authorized representative as follows:

3 Dated: \_\_\_\_\_ LITTON ELECTRON DEVICES (a division of  
4 LITTON SYSTEMS, INC.)

5 By: \_\_\_\_\_

6 Its: \_\_\_\_\_

7 Non-Federal Settling Defendant Lockheed Martin Corporation (successor to  
8 Lockheed Missiles & Space Company, Inc.) consents to this Consent Decree by its duly  
9 authorized representative as follows:

10 Dated: \_\_\_\_\_ LOCKHEED MARTIN CORPORATION (successor  
11 to LOCKHEED MISSILES & SPACE COMPANY,  
12 INC.)

13 By: \_\_\_\_\_

14 Its: \_\_\_\_\_

15 Non-Federal Settling Defendant Maxus Energy Corporation (for Occidental  
16 Chemical Corporation, successor to Diamond Shamrock Chemical Company) consents to  
17 this Consent Decree by its duly authorized representative as follows: attorney in fact

18 Dated: March 20, 2001 MAXUS ENERGY CORPORATION (for  
19 OCCIDENTAL CHEMICAL CORPORATION,  
20 successor to DIAMOND SHAMROCK CHEMICAL  
COMPANY)

21 By: [Signature]

22 Its: Vice President and General Counsel

23 Non-Federal Settling Defendant McKesson HBOC, Inc. consents to this Consent Decree  
24 by its duly authorized representative as follows:

25 Dated: \_\_\_\_\_ MCKESSON HBOC, INC.

26 By: \_\_\_\_\_

27 Its: \_\_\_\_\_

28

1 Non-Federal Settling Defendant Litton Electron Devices (a division of Litton  
2 Systems, Inc.) consents to this Consent Decree by its duly authorized representative as follows:

3 Dated: \_\_\_\_\_ LITTON ELECTRON DEVICES (a division of  
4 LITTON SYSTEMS, INC.)

5 By: \_\_\_\_\_

6 Its: \_\_\_\_\_

7 Non-Federal Settling Defendant Lockheed Martin Corporation (successor to  
8 Lockheed Missiles & Space Company, Inc.) consents to this Consent Decree by its duly  
9 authorized representative as follows:

10 Dated: \_\_\_\_\_ LOCKHEED MARTIN CORPORATION (successor  
11 to LOCKHEED MISSILES & SPACE COMPANY,  
12 INC.)

13 By: \_\_\_\_\_

14 Its: \_\_\_\_\_

15 Non-Federal Settling Defendant Maxus Energy Corporation (for Occidental  
16 Chemical Corporation, successor to Diamond Shamrock Chemical Company) consents to this  
17 Consent Decree by its duly authorized representative as follows:

18 Dated: \_\_\_\_\_ MAXUS ENERGY CORPORATION (for  
19 OCCIDENTAL CHEMICAL CORPORATION,  
20 successor to DIAMOND SHAMROCK CHEMICAL  
21 COMPANY)

22 By: \_\_\_\_\_

23 Its: \_\_\_\_\_

24 Non-Federal Settling Defendant McKesson HBOC, Inc. consents to this Consent Decree  
25 by its duly authorized representative as follows:

26 Dated: 3/20/01 \_\_\_\_\_ MCKESSON HBOC, INC.

27 By: [Signature] \_\_\_\_\_

28 Its: Treasurer \_\_\_\_\_

1 Non-Federal Settling Defendant Monsanto Company consents to this Consent

2 Decree by its duly authorized representative as follows:

3 Dated: 3/16/01 PHARMACIA CORPORATION,  
formerly known as Monsanto Company

4 By: Solutia Inc.

5 Its: ~~Attorney in Fact~~

6 By: Brent J. Gilhousen  
Brent J. Gilhousen  
Assistant General Counsel  
Solutia Inc.

7 Non-Federal Settling Defendant NI Industries, Inc. consents to this Consent

8 Decree by its duly authorized representative as follows:

9 Dated: \_\_\_\_\_ NI INDUSTRIES, INC.

10

11 By: \_\_\_\_\_

12 Its: \_\_\_\_\_

13

14 Non-Federal Settling Defendant NL Industries, Inc. consents to this Consent

15 Decree by its duly authorized representative as follows:

16 Dated: \_\_\_\_\_ NL INDUSTRIES, INC.

17

18 By: \_\_\_\_\_

19 Its: \_\_\_\_\_

20

21 Non-Federal Settling Defendant The O'Brien Corporation (for Fuller-O'Brien

22 Paints) consents to this Consent Decree by its duly authorized representative as follows:

23 Dated: \_\_\_\_\_ THE O'BRIEN CORPORATION (for FULLER-  
O'BRIEN PAINTS)

24

25 By: \_\_\_\_\_

26 Its: \_\_\_\_\_

27

28 //

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1 Non-Federal Settling Defendant Monsanto Company consents to this Consent  
2 Decree by its duly authorized representative as follows:

3 Dated: \_\_\_\_\_ MONSANTO COMPANY

4 By: \_\_\_\_\_

5 Its: \_\_\_\_\_

6  
7 Non-Federal Settling Defendant NI Industries, Inc. consents to this Consent

8 Decree by its duly authorized representative as follows:

9 Dated: 3/13/01 NI INDUSTRIES, INC.

10 By: David L. Hensel

11 Its: Vice President

12  
13 Non-Federal Settling Defendant NL Industries, Inc. consents to this Consent

14 Decree by its duly authorized representative as follows:

15 Dated: \_\_\_\_\_ NL INDUSTRIES, INC.

16 By: \_\_\_\_\_

17 Its: \_\_\_\_\_

18  
19 Non-Federal Settling Defendant The O'Brien Corporation (for Fuller-O'Brien

20 Paints) consents to this Consent Decree by its duly authorized representative as follows:

21 Dated: \_\_\_\_\_ THE O'BRIEN CORPORATION (for FULLER-  
22 O'BRIEN PAINTS)

23 By: \_\_\_\_\_

24 Its: \_\_\_\_\_

25 //

26 //

27 //

28 //

1 Non-Federal Settling Defendant Monsanto Company consents to this Consent

2 Decree by its duly authorized representative as follows:

3 Dated: \_\_\_\_\_ MONSANTO COMPANY

4 By: \_\_\_\_\_

5 Its: \_\_\_\_\_

7 Non-Federal Settling Defendant NI Industries, Inc. consents to this Consent

8 Decree by its duly authorized representative as follows:

9 Dated: \_\_\_\_\_ NI INDUSTRIES, INC.

10 By: \_\_\_\_\_

11 Its: \_\_\_\_\_

13 Non-Federal Settling Defendant NL Industries, Inc. consents to this Consent

14 Decree by its duly authorized representative as follows:

15 Dated: March 22, 2001 NL INDUSTRIES, INC.

16 By: 

17 Its: Counsel

19 Non-Federal Settling Defendant The O'Brien Corporation (for Fuller-O'Brien

20 Paints) consents to this Consent Decree by its duly authorized representative as follows:

21 Dated: \_\_\_\_\_ THE O'BRIEN CORPORATION (for FULLER-  
22 O'BRIEN PAINTS)

23 By: \_\_\_\_\_

24 Its: \_\_\_\_\_

25 //

26 //

27 //

28 //

1 Non-Federal Settling Defendant Monsanto Company consents to this Consent  
2 Decree by its duly authorized representative as follows:

3 Dated: \_\_\_\_\_ MONSANTO COMPANY

4 By: \_\_\_\_\_

5 Its: \_\_\_\_\_

7 Non-Federal Settling Defendant NI Industries, Inc. consents to this Consent

8 Decree by its duly authorized representative as follows:

9 Dated: \_\_\_\_\_ NI INDUSTRIES, INC.

10 By: \_\_\_\_\_

11 Its: \_\_\_\_\_

13 Non-Federal Settling Defendant NL Industries, Inc. consents to this Consent

14 Decree by its duly authorized representative as follows:

15 Dated: \_\_\_\_\_ NL INDUSTRIES, INC.

16 By: \_\_\_\_\_

17 Its: \_\_\_\_\_

19 Non-Federal Settling Defendant The O'Brien Corporation (for Fuller-O'Brien

20 Paints) consents to this Consent Decree by its duly authorized representative as follows:

21 Dated: 3/9/01 THE O'BRIEN CORPORATION (for FULLER-  
O'BRIEN PAINTS)

22 By: *Thomas Browning*

23 Its: *President*

25 //

26 //

27 //

28 //

1 Non-Federal Settling Defendant Olympian Oil Company consents to this Consent  
2 Decree by its duly authorized representative as follows:

3 Dated: \_\_\_\_\_ OLYMPIAN OIL COMPANY

4  
5 By: \_\_\_\_\_

6 Its: \_\_\_\_\_

7 Non-Federal Settling Defendant Owens-Illinois, Inc. consents to this Consent  
8 Decree by its duly authorized representative as follows:

9 Dated: \_\_\_\_\_ OWENS-ILLINOIS, INC.

10  
11 By: \_\_\_\_\_

12 Its: \_\_\_\_\_

13 Non-Federal Settling Defendant Pacific Gas & Electric Company consents to this  
14 Consent Decree by its duly authorized representative as follows:

15 Dated: \_\_\_\_\_ PACIFIC GAS & ELECTRIC COMPANY

16  
17 By: \_\_\_\_\_

18 Its: \_\_\_\_\_

19 Non-Federal Settling Defendant Pennzoil-Quaker State Company consents to this  
20 Consent Decree by its duly authorized representative as follows:

21 Dated: \_\_\_\_\_ PENNZOIL-QUAKER STATE COMPANY

22  
23 By: \_\_\_\_\_

24 Its: \_\_\_\_\_

25 //

26 //

27 //

28 //



1 Non-Federal Settling Defendant Olympian Oil Company consents to this Cons  
2 Decree by its duly authorized representative as follows:

3 Dated: \_\_\_\_\_ OLYMPIAN OIL COMPANY

4 By: \_\_\_\_\_

5 Its: \_\_\_\_\_

6  
7 Non-Federal Settling Defendant Owens-Illinois, Inc. consents to this Consent

8 Decree by its duly authorized representative as follows:

9 Dated: 3/20/01 OWENS-ILLINOIS, INC.

10 By: [Signature]

11 Its: ENVIRONMENTAL MANAGER

12  
13 Non-Federal Settling Defendant Pacific Gas & Electric Company consents to this

14 Consent Decree by its duly authorized representative as follows:

15 Dated: \_\_\_\_\_ PACIFIC GAS & ELECTRIC COMPANY

16 By: \_\_\_\_\_

17 Its: \_\_\_\_\_

18  
19 Non-Federal Settling Defendant Pennzoil-Quaker State Company consents to this

20 Consent Decree by its duly authorized representative as follows:

21 Dated: \_\_\_\_\_ PENNZOIL-QUAKER STATE COMPANY

22 By: \_\_\_\_\_

23 Its: \_\_\_\_\_

24 //

25 //

26 //

27 //

28 //

1 Non-Federal Settling Defendant Olympian Oil Company consents to this Cons  
2 Decree by its duly authorized representative as follows:

3 Dated: \_\_\_\_\_ OLYMPIAN OIL COMPANY

4 By: \_\_\_\_\_

5 Its: \_\_\_\_\_

6  
7 Non-Federal Settling Defendant Owens-Illinois, Inc. consents to this Consent  
8 Decree by its duly authorized representative as follows:

9 Dated: \_\_\_\_\_ OWENS-ILLINOIS, INC.

10 By: \_\_\_\_\_

11 Its: \_\_\_\_\_

12  
13 Non-Federal Settling Defendant Pacific Gas & Electric Company consents to this  
14 Consent Decree by its duly authorized representative as follows:

15 Dated: March 8, 2001

PACIFIC GAS & ELECTRIC COMPANY

16 By:  \_\_\_\_\_

17 Its: VP Environmental Affairs

18  
19 Non-Federal Settling Defendant Pennzoil-Quaker State Company consents to this  
20 Consent Decree by its duly authorized representative as follows:

21 Dated: \_\_\_\_\_ PENNZOIL-QUAKER STATE COMPANY

22 By: \_\_\_\_\_

23 Its: \_\_\_\_\_

24 //

25 //

26 //

27 //

28 //

1 Non-Federal Settling Defendant Olympian Oil Company consents to this Consent  
2 Decree by its duly authorized representative as follows:

3 Dated: \_\_\_\_\_ OLYMPIAN OIL COMPANY

4 By: \_\_\_\_\_

5 Its: \_\_\_\_\_  
6

7 Non-Federal Settling Defendant Owens-Illinois, Inc. consents to this Consent  
8 Decree by its duly authorized representative as follows:

9 Dated: \_\_\_\_\_ OWENS-ILLINOIS, INC.

10 By: \_\_\_\_\_

11 Its: \_\_\_\_\_  
12

13 Non-Federal Settling Defendant Pacific Gas & Electric Company consents to this  
14 Consent Decree by its duly authorized representative as follows:

15 Dated: \_\_\_\_\_ PACIFIC GAS & ELECTRIC COMPANY

16 By: \_\_\_\_\_

17 Its: \_\_\_\_\_  
18

19 Non-Federal Settling Defendant Pennzoil-Quaker State Company consents to this  
20 Consent Decree by its duly authorized representative as follows:

21 Dated: 3/22/2001 PENNZOIL-QUAKER STATE COMPANY

22 By: Thomas P. Kellagher *TS*

23 Its: Group V.P. & CEO  
24 //

25 //

26 //

27 //

28 //

1 Non-Federal Settling Defendant PureGro Company consents to this Consent  
2 Decree by its duly authorized representative as follows:

3 Dated: 3-16-01

PUREGRO COMPANY

4 By: PC Allen Q

5 Its: Manager Western Division

6  
7 Non-Federal Settling Defendant Redding Petroleum, Inc. consents to this Consent  
8 Decree by its duly authorized representative as follows:

9 Dated: \_\_\_\_\_

REDDING PETROLEUM, INC.

10 By: \_\_\_\_\_

11 Its: \_\_\_\_\_

12  
13 Non-Federal Settling Defendant Redwood Oil Company consents to this Consent  
14 Decree by its duly authorized representative as follows:

15 Dated: \_\_\_\_\_

REDWOOD OIL COMPANY

16 By: \_\_\_\_\_

17 Its: \_\_\_\_\_

18  
19 Non-Federal Settling Defendant Reichhold Chemicals, Inc. consents to this  
20 Consent Decree by its duly authorized representative as follows:

21 Dated: \_\_\_\_\_

REICHHOLD CHEMICALS, INC.

22 By: \_\_\_\_\_

23 Its: \_\_\_\_\_

24  
25 //

26 //

27 //

28 //

1 Non-Federal Settling Defendant PureGro Company consents to this Consent  
2 Decree by its duly authorized representative as follows:

3 Dated: \_\_\_\_\_ PUREGRO COMPANY

4 By: \_\_\_\_\_

5 Its: \_\_\_\_\_

6  
7 Non-Federal Settling Defendant Redding Petroleum, Inc. consents to this Consent

8 Decree by its duly authorized representative as follows:

9 Dated: 3/15/01 REDDING PETROLEUM, INC.

10 By: George E. Redding

11 Its: \_\_\_\_\_

12  
13 Non-Federal Settling Defendant Redwood Oil Company consents to this Consent

14 Decree by its duly authorized representative as follows:

15 Dated: \_\_\_\_\_ REDWOOD OIL COMPANY

16 By: \_\_\_\_\_

17 Its: \_\_\_\_\_

18  
19 Non-Federal Settling Defendant Reichhold Chemicals, Inc. consents to this

20 Consent Decree by its duly authorized representative as follows:

21 Dated: \_\_\_\_\_ REICHHOLD CHEMICALS, INC.

22 By: \_\_\_\_\_

23 Its: \_\_\_\_\_

24  
25 //

26 //

27 //

28 //

1 Non-Federal Settling Defendant PureGro Company consents to this Consent

2 Decree by its duly authorized representative as follows:

3 Dated: \_\_\_\_\_ PUREGRO COMPANY

4 By: \_\_\_\_\_

5 Its: \_\_\_\_\_

7 Non-Federal Settling Defendant Redding Petroleum, Inc. consents to this Consent

8 Decree by its duly authorized representative as follows:

9 Dated: \_\_\_\_\_ REDDING PETROLEUM, INC.

10 By: \_\_\_\_\_

11 Its: \_\_\_\_\_

13 Non-Federal Settling Defendant Redwood Oil Company consents to this Consent

14 Decree by its duly authorized representative as follows:

15 Dated: \_\_\_\_\_ REDWOOD OIL COMPANY

16 By: \_\_\_\_\_

17 Its: \_\_\_\_\_

19 Non-Federal Settling Defendant Reichhold Chemicals, Inc. consents to this

20 Consent Decree by its duly authorized representative as follows:

21 Dated: March 19, 2001 REICHHOLD CHEMICALS, INC.

22 By: Daniel E. Uyasa Jr.

23 Its: Ass't General Counsel

24 //

25 //

26 //

27 //

28 //

1 Non-Federal Settling Defendant Reynolds Metals Company consents to this  
2 Consent Decree by its duly authorized representative as follows:

3 Dated: March 21, 2001

REYNOLDS METALS COMPANY

4  
5 By: 

6 Its: Vice President

7 Non-Federal Settling Defendant R.J. McGlennon Company, Inc. consents to this  
8 Consent Decree by its duly authorized representative as follows:

9 Dated: \_\_\_\_\_

R.J. McGLENNON COMPANY, INC.

10  
11 By: \_\_\_\_\_

12 Its: \_\_\_\_\_

13 Non-Federal Settling Defendant Rochester Midland Corporation (for Bytech  
14 Chemical Corporation) consents to this Consent Decree by its duly authorized representative as  
15 follows:

16 Dated: \_\_\_\_\_

ROCHESTER MIDLAND CORPORATION (for  
BYTECH CHEMICAL CORPORATION)

17  
18 By: \_\_\_\_\_

19 Its: \_\_\_\_\_

20 Non-Federal Settling Defendant Rohm & Haas Company consents to this Consent  
21 Decree by its duly authorized representative as follows:

22 Dated: \_\_\_\_\_

ROHM & HAAS COMPANY

23  
24 By: \_\_\_\_\_

25 Its: \_\_\_\_\_

26 //

27 //

28 //

1 Non-Federal Settling Defendant Reynolds Metals Company consents to this  
2 Consent Decree by its duly authorized representative as follows:

3 Dated: \_\_\_\_\_ REYNOLDS METALS COMPANY

4 By: \_\_\_\_\_

5 Its: \_\_\_\_\_  
6

7 Non-Federal Settling Defendant R.J. McGlennon Company, Inc. consents to this  
8 Consent Decree by its duly authorized representative as follows:

9 Dated: 3-21-2001 R.J. McGLENNON COMPANY, INC.

10 By: Richard J. McGlennon

11 Its: Pres.  
12

13 Non-Federal Settling Defendant Rochester Midland Corporation (for Bytech  
14 Chemical Corporation) consents to this Consent Decree by its duly authorized representative as  
15 follows:

16 Dated: \_\_\_\_\_ ROCHESTER MIDLAND CORPORATION (for  
17 BYTECH CHEMICAL CORPORATION)

18 By: \_\_\_\_\_

19 Its: \_\_\_\_\_  
20

21 Non-Federal Settling Defendant Rohm & Haas Company consents to this Consent  
22 Decree by its duly authorized representative as follows:

23 Dated: \_\_\_\_\_ ROHM & HAAS COMPANY

24 By: \_\_\_\_\_

25 Its: \_\_\_\_\_  
26 //

27 //

28 //



1 Non-Federal Settling Defendant Reynolds Metals Company consents to this  
2 Consent Decree by its duly authorized representative as follows:

3 Dated: \_\_\_\_\_ REYNOLDS METALS COMPANY

4  
5 By: \_\_\_\_\_

6 Its: \_\_\_\_\_

7 Non-Federal Settling Defendant R.J. McGlennon Company, Inc. consents to this  
8 Consent Decree by its duly authorized representative as follows:

9 Dated: \_\_\_\_\_ R.J. McGLENNON COMPANY, INC.

10  
11 By: *Matthew R. McGlennon*

12 Its: *Vice-President*

13 Non-Federal Settling Defendant Rochester Midland Corporation (for Bytech  
14 Chemical Corporation) consents to this Consent Decree by its duly authorized representative as  
15 follows:

16 Dated: \_\_\_\_\_ ROCHESTER MIDLAND CORPORATION (for  
17 BYTECH CHEMICAL CORPORATION)

18 By: \_\_\_\_\_

19 Its: \_\_\_\_\_

20 Non-Federal Settling Defendant Rohm & Haas Company consents to this Consent  
21 Decree by its duly authorized representative as follows:

22 Dated: \_\_\_\_\_ ROHM & HAAS COMPANY

23  
24 By: \_\_\_\_\_

25 Its: \_\_\_\_\_

26 //

27 //

28 //

1 Non-Federal Settling Defendant Reynolds Metals Company consents to this  
2 Consent Decree by its duly authorized representative as follows:

3 Dated: \_\_\_\_\_ REYNOLDS METALS COMPANY

4 By: \_\_\_\_\_

5 Its: \_\_\_\_\_

7 Non-Federal Settling Defendant R.J. McGlennon Company, Inc. consents to this  
8 Consent Decree by its duly authorized representative as follows:

9 Dated: \_\_\_\_\_ R.J. MCGLENNON COMPANY, INC.

10 By: \_\_\_\_\_

11 Its: \_\_\_\_\_

13 Non-Federal Settling Defendant Rochester Midland Corporation (for Bytech  
14 Chemical Corporation) consents to this Consent Decree by its duly authorized representative as  
15 follows:

16 Dated: March 12, 2001 ROCHESTER MIDLAND CORPORATION (for  
17 BYTECH CHEMICAL CORPORATION)

18 By: Harland Culbertson

19 Its: Chairman and CEO

20 Non-Federal Settling Defendant Rohm & Haas Company consents to this Consent  
21 Decree by its duly authorized representative as follows:

22 Dated: \_\_\_\_\_ ROHM & HAAS COMPANY

23 By: \_\_\_\_\_

24 Its: \_\_\_\_\_

25 //

26 //

27 //

1 Non-Federal Settling Defendant Reynolds Metals Company consents to this  
2 Consent Decree by its duly authorized representative as follows:

3 Dated: \_\_\_\_\_ REYNOLDS METALS COMPANY

4  
5 By: \_\_\_\_\_

6 Its: \_\_\_\_\_

7 Non-Federal Settling Defendant R.J. McGlennon Company, Inc. consents to this  
8 Consent Decree by its duly authorized representative as follows:

9 Dated: \_\_\_\_\_ R.J. McGLENNON COMPANY, INC.

10  
11 By: \_\_\_\_\_

12 Its: \_\_\_\_\_

13 Non-Federal Settling Defendant Rochester Midland Corporation (for Bytech  
14 Chemical Corporation) consents to this Consent Decree by its duly authorized representative as  
15 follows:

16 Dated: \_\_\_\_\_ ROCHESTER MIDLAND CORPORATION (for  
17 BYTECH CHEMICAL CORPORATION)

18 By: \_\_\_\_\_

19 Its: \_\_\_\_\_

20 Non-Federal Settling Defendant Rohm & Haas Company consents to this Consent  
21 Decree by its duly authorized representative as follows:

22 Dated: 3-14-01 ROHM & HAAS COMPANY

23  
24 By: Audrey C. Arnold

25 Its: Of Counsel

26 //

27 //

28 //

1 Non-Federal Settling Defendant Sandoz Agro, Inc. (for Zoecon Corporation)  
2 consents to this Consent Decree by its duly authorized representative as follows:

3 Dated: March 16, 2001

SANDOZ AGRO, INC. (for ZOECON CORPORATION)

4  
5 By: John A. Licata

6 Its: Environmental Director

7 Non-Federal Settling Defendant San Francisco Bay Area Rapid Transit District  
8 consents to this Consent Decree by its duly authorized representative as follows:

9 Dated: \_\_\_\_\_

SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT

10  
11 By: \_\_\_\_\_

12 Its: \_\_\_\_\_

13 Non-Federal Settling Defendant Sequa Corporation (for General Printing Ink, a  
14 division of Sun Chemical) consents to this Consent Decree by its duly authorized representative  
15 as follows:

16 Dated: \_\_\_\_\_

SEQUA CORPORATION (for GENERAL PRINTING INK, a division of SUN CHEMICAL)

17  
18 By: \_\_\_\_\_

19 Its: \_\_\_\_\_

20 Non-Federal Settling Defendant Shell Oil Company consents to this Consent  
21 Decree by its duly authorized representative as follows:

22 Dated: \_\_\_\_\_

SHELL OIL COMPANY

23  
24 By: \_\_\_\_\_

25 Its: \_\_\_\_\_

26 //

27 //

28 //

1 Non-Federal Settling Defendant Sandoz Agro, Inc. (for Zoecon Corporation)  
2 consents to this Consent Decree by its duly authorized representative as follows:

3 Dated: \_\_\_\_\_ SANDOZ AGRO, INC. (for ZOECON  
4 CORPORATION)

5 By: \_\_\_\_\_

6 Its: \_\_\_\_\_

7 Non-Federal Settling Defendant San Francisco Bay Area Rapid Transit District  
8 consents to this Consent Decree by its duly authorized representative as follows:

9 Dated: \_\_\_\_\_ SAN FRANCISCO BAY AREA RAPID TRANSIT  
10 DISTRICT

11 By: Michael J. Flanigan

12 Its: CHIEF SAFETY OFFICER

13 Non-Federal Settling Defendant Sequa Corporation (for General Printing Ink, a  
14 division of Sun Chemical) consents to this Consent Decree by its duly authorized representative  
15 as follows:

16 Dated: \_\_\_\_\_ SEQUA CORPORATION (for GENERAL  
17 PRINTING INK, a division of SUN CHEMICAL)

18 By: \_\_\_\_\_

19 Its: \_\_\_\_\_

20 Non-Federal Settling Defendant Shell Oil Company consents to this Consent  
21 Decree by its duly authorized representative as follows:

22 Dated: \_\_\_\_\_ SHELL OIL COMPANY

23 By: \_\_\_\_\_

24 Its: \_\_\_\_\_

25  
26 //

27 //

28 //

1 Non-Federal Settling Defendant Sandoz Agro, Inc. (for Zoecon Corporation)

2 consents to this Consent Decree by its duly authorized representative as follows:

3 Dated: \_\_\_\_\_ SANDOZ AGRO, INC. (for ZOECON  
CORPORATION)

4  
5 By: \_\_\_\_\_

6 Its: \_\_\_\_\_

7 Non-Federal Settling Defendant San Francisco Bay Area Rapid Transit District

8 consents to this Consent Decree by its duly authorized representative as follows:

9 Dated: \_\_\_\_\_ SAN FRANCISCO BAY AREA RAPID TRANSIT  
DISTRICT

10

11 By: \_\_\_\_\_

12 Its: \_\_\_\_\_

13 Non-Federal Settling Defendant Sequa Corporation (for General Printing Ink, a  
14 division of Sun Chemical) consents to this Consent Decree by its duly authorized representative  
15 as follows:

16 Dated: 19 Mar. 2001 SEQUA CORPORATION (for GENERAL  
PRINTING INK, a division of SUN CHEMICAL)

17

18 By: 

19 Its: DIRECTOR ENVIRONMENTAL LAW

20 Non-Federal Settling Defendant Shell Oil Company consents to this Consent

21 Decree by its duly authorized representative as follows:

22 Dated: \_\_\_\_\_ SHELL OIL COMPANY

23

24 By: \_\_\_\_\_

25 Its: \_\_\_\_\_

26 //

27 //

28 //

1 Non-Federal Settling Defendant Sandoz Agro, Inc. (for Zoecon Corporation)  
2 consents to this Consent Decree by its duly authorized representative as follows:

3 Dated: \_\_\_\_\_ SANDOZ AGRO, INC. (for ZOECON  
4 CORPORATION)

5 By: \_\_\_\_\_

6 Its: \_\_\_\_\_

7 Non-Federal Settling Defendant San Francisco Bay Area Rapid Transit District  
8 consents to this Consent Decree by its duly authorized representative as follows:

9 Dated: \_\_\_\_\_ SAN FRANCISCO BAY AREA RAPID TRANSIT  
10 DISTRICT

11 By: \_\_\_\_\_

12 Its: \_\_\_\_\_

13 Non-Federal Settling Defendant Sequa Corporation (for General Printing Ink, a  
14 division of Sun Chemical) consents to this Consent Decree by its duly authorized representative  
15 as follows:

16 Dated: \_\_\_\_\_ SEQUA CORPORATION (for GENERAL  
17 PRINTING INK, a division of SUN CHEMICAL)

18 By: \_\_\_\_\_

19 Its: \_\_\_\_\_

20 Non-Federal Settling Defendant Shell Oil Company consents to this Consent  
21 Decree by its duly authorized representative as follows:

22 Dated: MARCH 13, 2001 SHELL OIL COMPANY

23 By: [Signature]

24 Its: MGR. REMEDIATION

25  
26 //

27 //

28 //

1 Non-Federal Settling Defendant Simpson Coatings Group, Inc. consents to this  
2 Consent Decree by its duly authorized representative as follows:

3 Dated: 2 9.01 SIMPSON COATINGS GROUP, INC.

4  
5 By: [Signature]

6 Its: President

7 Non-Federal Settling Defendant Stanford University consents to this Consent  
8 Decree by its duly authorized representative as follows:

9 Dated: \_\_\_\_\_ STANFORD UNIVERSITY

10 By: \_\_\_\_\_

11 Its: \_\_\_\_\_  
12

13 Non-Federal Settling Defendant The Stero Company consents to this Consent  
14 Decree by its duly authorized representative as follows:

15 Dated: \_\_\_\_\_ THE STERO COMPANY

16 By: \_\_\_\_\_

17 Its: \_\_\_\_\_  
18

19 Non-Federal Settling Defendant Synergy Production Group, Inc. (dba Haley  
20 Janitorial Supply Co., Inc. and Western Chemical Company) consents to this Consent Decree by  
21 its duly authorized representative as follows:

22 Dated: \_\_\_\_\_ SYNERGY PRODUCTION GROUP, INC. (dba  
23 HALEY JANITORIAL SUPPLY CO., INC. and  
24 WESTERN CHEMICAL COMPANY)

25 By: \_\_\_\_\_

26 Its: \_\_\_\_\_  
27 //  
28 //



1 Non-Federal Settling Defendant Simpson Coatings Group, Inc. consents to this  
2 Consent Decree by its duly authorized representative as follows:

3 Dated: \_\_\_\_\_ SIMPSON COATINGS GROUP, INC.

4 By: \_\_\_\_\_

5 Its: \_\_\_\_\_

6  
7 Non-Federal Settling Defendant Stanford University consents to this Consent  
8 Decree by its duly authorized representative as follows:

9 Dated: March 7, 2001 STANFORD UNIVERSITY

10 By:  \_\_\_\_\_

11 Its: Associate Vice Provost - Environmental  
12 Health & Safety

13 Non-Federal Settling Defendant The Stero Company consents to this Consent  
14 Decree by its duly authorized representative as follows:

15 Dated: \_\_\_\_\_ THE STERO COMPANY

16 By: \_\_\_\_\_

17 Its: \_\_\_\_\_

18  
19 Non-Federal Settling Defendant Synergy Production Group, Inc. (dba Haley  
20 Janitorial Supply Co., Inc. and Western Chemical Company) consents to this Consent Decree by  
21 its duly authorized representative as follows:

22 Dated: \_\_\_\_\_ SYNERGY PRODUCTION GROUP, INC. (dba  
23 HALEY JANITORIAL SUPPLY CO., INC. and  
24 WESTERN CHEMICAL COMPANY)

25 By: \_\_\_\_\_

26 Its: \_\_\_\_\_

27 //

28 //

1 Non-Federal Settling Defendant Simpson Coatings Group, Inc. consents to this  
2 Consent Decree by its duly authorized representative as follows:

3 Dated: \_\_\_\_\_ SIMPSON COATINGS GROUP, INC.  
4  
5 By: \_\_\_\_\_  
6 Its: \_\_\_\_\_

7 Non-Federal Settling Defendant Stanford University consents to this Consent  
8 Decree by its duly authorized representative as follows:

9 Dated: \_\_\_\_\_ STANFORD UNIVERSITY  
10  
11 By: \_\_\_\_\_  
12 Its: \_\_\_\_\_

13 Non-Federal Settling Defendant The Stero Company consents to this Consent  
14 Decree by its duly authorized representative as follows:

15 Dated: April 4, 2001 \* THE STERO COMPANY  
16 a division of IAW PMI Investments Inc.  
17 By: [Signature]  
18 Its: Counsel Counsel

19 Non-Federal Settling Defendant Synergy Production Group, Inc. (dba Haley  
20 Janitorial Supply Co., Inc. and Western Chemical Company) consents to this Consent Decree by  
21 its duly authorized representative as follows:

22 Dated: \_\_\_\_\_ SYNERGY PRODUCTION GROUP, INC. (dba  
23 HALEY JANITORIAL SUPPLY CO., INC. and  
24 WESTERN CHEMICAL COMPANY)  
25 By: \_\_\_\_\_  
26 Its: \_\_\_\_\_

26 //  
27 //  
28 //

1 Non-Federal Settling Defendant Simpson Coatings Group, Inc. consents to this  
2 Consent Decree by its duly authorized representative as follows:

3 Dated: \_\_\_\_\_ SIMPSON COATINGS GROUP, INC.

4 By: \_\_\_\_\_

5 Its: \_\_\_\_\_

6  
7 Non-Federal Settling Defendant Stanford University consents to this Consent  
8 Decree by its duly authorized representative as follows:

9 Dated: \_\_\_\_\_ STANFORD UNIVERSITY

10 By: \_\_\_\_\_

11 Its: \_\_\_\_\_

12  
13 Non-Federal Settling Defendant The Stero Company consents to this Consent  
14 Decree by its duly authorized representative as follows:

15 Dated: \_\_\_\_\_ THE STERO COMPANY

16 By: \_\_\_\_\_

17 Its: \_\_\_\_\_

18  
19 Non-Federal Settling Defendant Synergy Production Group, Inc. (dba Haley  
20 Janitorial Supply Co., Inc. and Western Chemical Company) consents to this Consent Decree by  
21 its duly authorized representative as follows:

22 Dated: 4-6-01 SYNERGY PRODUCTION GROUP, INC. (dba  
23 HALEY JANITORIAL SUPPLY CO., INC. and  
24 WESTERN CHEMICAL COMPANY)

25 By: 

26 Its: representative

27 //

28 //

1 Non-Federal Settling Defendant Syntex (U.S.A.), Inc. consents to this Consent  
2 Decree by its duly authorized representative as follows:  
3 Dated: April 2, 61 Merger to Syntex (U.S.A.) LLC Successor by  
SYNTEX (U.S.A.), INC.

4 By: Nancy M. Cohen  
5 Its: Nancy M. Cohen  
6 President

7 Non-Federal Settling Defendant Tap Plastics, Inc. consents to this Consent Decree  
8 by its duly authorized representative as follows:

9 Dated: \_\_\_\_\_ TAP PLASTICS, INC.  
10  
11 By: \_\_\_\_\_  
12 Its: \_\_\_\_\_

13 Non-Federal Settling Defendant Teledyne Ryan Aeronautical, McCormick Selph  
14 Ordnance Unit (for Teledyne McCormick Selph) consents to this Consent Decree by its duly  
15 authorized representative as follows:

16 Dated: \_\_\_\_\_ TELEDYNE RYAN AERONAUTICAL,  
17 McCORMICK SELPH ORDNANCE UNIT (for  
18 TELEDYNE McCORMICK SELPH)  
19 By: \_\_\_\_\_  
20 Its: \_\_\_\_\_

21 Non-Federal Settling Defendant Textron, Inc. consents to this Consent Decree by  
22 its duly authorized representative as follows:

23 Dated: \_\_\_\_\_ TEXTRON, INC.  
24  
25 By: \_\_\_\_\_  
26 Its: \_\_\_\_\_

27 //  
28 //

1 Non-Federal Settling Defendant Syntex (U.S.A.), Inc. consents to this Consent

2 Decree by its duly authorized representative as follows:

3 Dated: \_\_\_\_\_ SYNTEX (U.S.A.), INC.

4 By: \_\_\_\_\_

5 Its: \_\_\_\_\_

6  
7 Non-Federal Settling Defendant Tap Plastics, Inc. consents to this Consent Decree

8 by its duly authorized representative as follows:

9 Dated: 3/12/2001 TAP PLASTICS, INC.

10 By: David J. Huber

11 Its: President

12  
13 Non-Federal Settling Defendant Teledyne Ryan Aeronautical, McCormick Selph

14 Ordnance Unit (for Teledyne McCormick Selph) consents to this Consent Decree by its duly

15 authorized representative as follows:

16 Dated: \_\_\_\_\_ TELEDYNE RYAN AERONAUTICAL,  
17 McCORMICK SELPH ORDNANCE UNIT (for  
18 TELEDYNE McCORMICK SELPH)

19 By: \_\_\_\_\_

20 Its: \_\_\_\_\_

21 Non-Federal Settling Defendant Textron, Inc. consents to this Consent Decree by

22 its duly authorized representative as follows:

23 Dated: \_\_\_\_\_ TEXTRON, INC.

24 By: \_\_\_\_\_

25 Its: \_\_\_\_\_

26  
27 //

28 //

1 Non-Federal Settling Defendant Syntex (U.S.A.), Inc. consents to this Consent  
2 Decree by its duly authorized representative as follows:

3 Dated: \_\_\_\_\_ SYNTEX (U.S.A.), INC.

4 By: \_\_\_\_\_  
5 Its: \_\_\_\_\_  
6

7 Non-Federal Settling Defendant Tap Plastics, Inc. consents to this Consent Decree  
8 by its duly authorized representative as follows:

9 Dated: \_\_\_\_\_ TAP PLASTICS, INC.

10 By: \_\_\_\_\_  
11 Its: \_\_\_\_\_  
12

13 Non-Federal Settling Defendant Teledyne Ryan Aeronautical, McCormick Selph  
14 Ordnance Unit (for Teledyne McCormick Selph) <sup>formerly a division of TDY Industries, Inc.</sup> consents to this Consent Decree by its duly  
15 authorized representative as follows:

16 Dated: 3/12/81 TELEDYNE RYAN AERONAUTICAL,  
17 McCORMICK SELPH ORDNANCE UNIT (for  
18 TELEDYNE McCORMICK SELPH), <sup>formerly a</sup> division of TDY Industries, Inc.

19 By: [Signature]  
20 Its: Sr. Vice President, General Counsel  
and Secretary

21 Non-Federal Settling Defendant Textron, Inc. consents to this Consent Decree by  
22 its duly authorized representative as follows:

23 Dated: \_\_\_\_\_ TEXTRON, INC.

24 By: \_\_\_\_\_  
25 Its: \_\_\_\_\_  
26

27 //  
28 //

1 Non-Federal Settling Defendant Syntex (U.S.A.), Inc. consents to this Consent  
2 Decree by its duly authorized representative as follows:

3 Dated: \_\_\_\_\_ SYNTEX (U.S.A.), INC.

4 By: \_\_\_\_\_

5 Its: \_\_\_\_\_

6  
7 Non-Federal Settling Defendant Tap Plastics, Inc. consents to this Consent Decree  
8 by its duly authorized representative as follows:

9 Dated: \_\_\_\_\_ TAP PLASTICS, INC.

10 By: \_\_\_\_\_

11 Its: \_\_\_\_\_

12  
13 Non-Federal Settling Defendant Teledyne Ryan Aeronautical, McCormick Selph  
14 Ordnance Unit (for Teledyne McCormick Selph) consents to this Consent Decree by its duly  
15 authorized representative as follows:

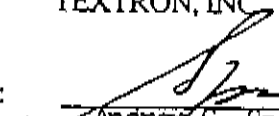
16 Dated: \_\_\_\_\_ TELEDYNE RYAN AERONAUTICAL,  
17 McCORMICK SELPH ORDNANCE UNIT (for  
18 TELEDYNE McCORMICK SELPH)

19 By: \_\_\_\_\_

20 Its: \_\_\_\_\_

21 Non-Federal Settling Defendant Textron, Inc. consents to this Consent Decree by  
22 its duly authorized representative as follows:

23 Dated: 14 Mar 2011 \_\_\_\_\_ TEXTRON, INC.

24 By:  \_\_\_\_\_  
25 Andrew C. Spacone

26 Its: Associate General Counsel

27 //  
28 //

1 Non-Federal Settling Defendant Tyco Electronics Corporation (successor to  
2 Raychem Corporation) consents to this Consent Decree by its duly authorized representative as  
3 follows:

4 Dated: 4/3/01

TYCO ELECTRONICS CORPORATION  
(successor to RAYCHEM CORPORATION)

5  
6 By: Jacqueline J. Heise

7 Its: Senior Vice President & CFO

8 Non-Federal Settling Defendant United Air Lines, Inc. consents to this Consent  
9 Decree by its duly authorized representative as follows:

10 Dated: \_\_\_\_\_

UNITED AIR LINES, INC.

11  
12 By: \_\_\_\_\_

13 Its: \_\_\_\_\_

14 Settling Federal Agency Defense Reutilization and Marketing Service consents to  
15 this Consent Decree by its duly authorized representative as follows:

16 Dated: \_\_\_\_\_

FOR THE UNITED STATES OF AMERICA

17  
18 By: \_\_\_\_\_

MARK A. RIGAU  
Environmental Defense Section  
Environment and Natural Resources Division  
U.S. Department of Justice  
301 Howard Street, Suite 870  
San Francisco, California 94105  
(415) 744-6491

22 //

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24 //

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26 //

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1 Non-Federal Settling Defendant Tyco Electronics Corporation (successor to  
2 Raychem Corporation) consents to this Consent Decree by its duly authorized representative as  
3 follows:

4 Dated: \_\_\_\_\_ TYCO ELECTRONICS CORPORATION  
(successor to RAYCHEM CORPORATION)

6 By: \_\_\_\_\_

7 Its: \_\_\_\_\_

8 Non-Federal Settling Defendant United Air Lines, Inc. consents to this Consent  
9 Decree by its duly authorized representative as follows:

10 Dated: 3/30/01

UNITED AIR LINES, INC.

11 By: Jeffrey M. Judd  
12 JEFFREY M. JUDD, of O'MELVENY & MYERS LLP

13 Its: ATTORNEYS

14 Settling Federal Agency Defense Reutilization and Marketing Service consents to  
15 this Consent Decree by its duly authorized representative as follows:

16 Dated: \_\_\_\_\_ FOR THE UNITED STATES OF AMERICA

17  
18 By: \_\_\_\_\_  
19 MARK A. RIGAU  
20 Environmental Defense Section  
21 Environment and Natural Resources Division  
22 U.S. Department of Justice  
23 301 Howard Street, Suite 870  
24 San Francisco, California 94105  
25 (415) 744-6491

26 //

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1 Non-Federal Settling Defendant Tyco Electronics Corporation (successor to  
2 Raychem Corporation) consents to this Consent Decree by its duly authorized representative as  
3 follows:

4 Dated: \_\_\_\_\_ TYCO ELECTRONICS CORPORATION  
5 (successor to RAYCHEM CORPORATION)

6 By: \_\_\_\_\_  
7 Its: \_\_\_\_\_

8 Non-Federal Settling Defendant United Air Lines, Inc. consents to this Consent  
9 Decree by its duly authorized representative as follows:

10 Dated: \_\_\_\_\_ UNITED AIR LINES, INC.

11 By: \_\_\_\_\_  
12 Its: \_\_\_\_\_  
13

14 Settling Federal Agency Defense Reutilization and Marketing Service consents to  
15 this Consent Decree by its duly authorized representative as follows:

16 Dated: May 25, 2001 FOR THE UNITED STATES OF AMERICA

17 By: Mark A. Rigau  
18 MARK A. RIGAU  
19 Environmental Defense Section  
20 Environment and Natural Resources Division  
21 U.S. Department of Justice  
22 301 Howard Street, Suite 870  
23 San Francisco, California 94105  
24 (415) 744-6491

25 //


26 //

27 //

28 //

1 Non-Federal Settling Defendant U.S. Liquids, Inc. (for Romic Environmental  
2 Technologies Corporation, successor to Romic Chemical Corporation) consents to this Consent  
3 Decree by its duly authorized representative as follows:

4 Dated: 3/22/2001

  
~~U.S. LIQUIDS, INC. (for~~ ROMIC  
ENVIRONMENTAL TECHNOLOGIES  
CORPORATION, successor to ROMIC CHEMICAL  
CORPORATION

5  
6  
7 By: Gary M. Wilkey

8 Its: Vice President

9 Non-Federal Settling Defendant United Technologies Corporation consents to this  
10 Consent Decree by its duly authorized representative as follows:

11 Dated: \_\_\_\_\_

UNITED TECHNOLOGIES CORPORATION

12 By: \_\_\_\_\_

13 Its: \_\_\_\_\_  
14

15 Non-Federal Settling Defendant University of California consents to this Consent  
16 Decree by its duly authorized representative as follows:

17 Dated: \_\_\_\_\_

UNIVERSITY OF CALIFORNIA

18 By: \_\_\_\_\_

19 Its: \_\_\_\_\_  
20

21 Non-Federal Settling Defendant Unocal Corporation (sued herein as Union  
22 Oil Company of California) consents to this Consent Decree by its duly authorized representative  
23 as follows:

24 Dated: \_\_\_\_\_

UNOCAL CORPORATION

25 By: \_\_\_\_\_

26 Its: \_\_\_\_\_  
27 //

28 //

1 Non-Federal Settling Defendant U.S. Liquids, Inc. (for Romic Environmental  
2 Technologies Corporation, successor to Romic Chemical Corporation) consents to this Consent  
3 Decree by its duly authorized representative as follows:

4 Dated: \_\_\_\_\_

U.S. LIQUIDS, INC. (for ROMIC  
ENVIRONMENTAL TECHNOLOGIES  
CORPORATION, successor to ROMIC CHEMICAL  
CORPORATION)

7 By: \_\_\_\_\_

8 Its: \_\_\_\_\_

9 Non-Federal Settling Defendant United Technologies Corporation consents to this  
10 Consent Decree by its duly authorized representative as follows:

11 Dated: 3-22-01

UNITED TECHNOLOGIES CORPORATION

12 By: [Signature]

13 Its: VP+GM, P+W, CSD

15 Non-Federal Settling Defendant University of California consents to this Consent  
16 Decree by its duly authorized representative as follows:

17 Dated: \_\_\_\_\_

UNIVERSITY OF CALIFORNIA

18 By: \_\_\_\_\_

19 Its: \_\_\_\_\_

21 Non-Federal Settling Defendant Unocal Corporation (sued herein as Union  
22 Oil Company of California) consents to this Consent Decree by its duly authorized representative  
23 as follows:

24 Dated: \_\_\_\_\_

UNOCAL CORPORATION

25 By: \_\_\_\_\_

26 Its: \_\_\_\_\_

27 //

28 //

1 Non-Federal Settling Defendant U.S. Liquids, Inc. (for Romic Environmental  
2 Technologies Corporation, successor to Romic Chemical Corporation) consents to this Consent  
3 Decree by its duly authorized representative as follows:

4 Dated: \_\_\_\_\_ U.S. LIQUIDS, INC. (for ROMIC  
5 ENVIRONMENTAL TECHNOLOGIES  
6 CORPORATION, successor to ROMIC CHEMICAL  
7 CORPORATION)

8 By: \_\_\_\_\_  
9 Its: \_\_\_\_\_

10 Non-Federal Settling Defendant United Technologies Corporation consents to this  
11 Consent Decree by its duly authorized representative as follows:

12 Dated: \_\_\_\_\_ UNITED TECHNOLOGIES CORPORATION

13 By: \_\_\_\_\_  
14 Its: \_\_\_\_\_

15 Non-Federal Settling Defendant University of California consents to this Consent  
16 Decree by its duly authorized representative as follows:

17 Dated: March 20, 2001 UNIVERSITY OF CALIFORNIA

18 By: Patrick Schlesinger  
19 Its: University Counsel  
20

21 Non-Federal Settling Defendant Unocal Corporation (sued herein as Union  
22 Oil Company of California) consents to this Consent Decree by its duly authorized representative  
23 as follows:

24 Dated: \_\_\_\_\_ UNOCAL CORPORATION

25 By: \_\_\_\_\_  
26 Its: \_\_\_\_\_

27 //

28 //

1 Non-Federal Settling Defendant U.S. Liquids, Inc. (for Romic Environmental  
2 Technologies Corporation, successor to Romic Chemical Corporation) consents to this Consent  
3 Decree by its duly authorized representative as follows:

4 Dated: \_\_\_\_\_ U.S. LIQUIDS, INC. (for ROMIC  
5 ENVIRONMENTAL TECHNOLOGIES  
6 CORPORATION, successor to ROMIC CHEMICAL  
7 CORPORATION)

8 By: \_\_\_\_\_

9 Its: \_\_\_\_\_

10 Non-Federal Settling Defendant United Technologies Corporation consents to this  
11 Consent Decree by its duly authorized representative as follows:

12 Dated: \_\_\_\_\_ UNITED TECHNOLOGIES CORPORATION

13 By: \_\_\_\_\_

14 Its: \_\_\_\_\_

15 Non-Federal Settling Defendant University of California consents to this Consent  
16 Decree by its duly authorized representative as follows:

17 Dated: \_\_\_\_\_ UNIVERSITY OF CALIFORNIA

18 By: \_\_\_\_\_

19 Its: \_\_\_\_\_

20  
21 Non-Federal Settling Defendant Unocal Corporation (sued herein as Union  
22 Oil Company of California) consents to this Consent Decree by its duly authorized representative  
23 as follows:

24 Dated: 3-16-01 UNOCAL CORPORATION

25 By: Mark A. Smith

26 Its: Vice President REM4C

27 //

28 //

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known as Vopak USA Inc  
as of April 2, 2001

Non-Federal Settling Defendant Van Waters & Rogers, Inc. consents to this

Consent Decree by its duly authorized representative as follows:

Dated: 3/8/00

VAN WATERS & ROGERS, INC.

By:

Its:

*[Signature]*  
Vee Heerdt - General Counsel

Non-Federal Settling Defendant Vopak Distribution Americas Corporation (f.k.a.

UNIVAR Corporation) consents to this Consent Decree by its duly authorized representative as follows:

Dated: 3/8/00

VOPAK DISTRIBUTION AMERICAS CORPORATION (f.k.a. UNIVAR CORPORATION)

By:

Its:

*[Signature]*  
Vee Heerdt - General Counsel

Non-Federal Settling Defendant W.R. Grace & Company, Inc. consents to this

Consent Decree by its duly authorized representative as follows:

Dated: \_\_\_\_\_

W.R. GRACE & COMPANY, INC.

By: \_\_\_\_\_

Its: \_\_\_\_\_

Non-Federal Settling Defendant W.R. Meadows, Inc. consents to this Consent

Decree by its duly authorized representative as follows:

Dated: \_\_\_\_\_

W.R. MEADOWS, INC.

By: \_\_\_\_\_

Its: \_\_\_\_\_

IT IS SO ORDERED, ADJUDGED AND DECREED:

Dated: \_\_\_\_\_

UNITED STATES DISTRICT JUDGE

C:\D:\James\Bay Area Drum draft consent decree.wpd

1 Non-Federal Settling Defendant Van Waters & Rogers, Inc. consents to this  
2 Consent Decree by its duly authorized representative as follows:

3 Dated: \_\_\_\_\_ VAN WATERS & ROGERS, INC.

4  
5 By: \_\_\_\_\_

6 Its: \_\_\_\_\_

7 Non-Federal Settling Defendant Vopak Distribution Americas Corporation (f.k.a.  
8 UNIVAR Corporation) consents to this Consent Decree by its duly authorized representative as  
9 follows:

10 Dated: \_\_\_\_\_ VOPAK DISTRIBUTION AMERICAS  
11 CORPORATION (f.k.a. UNIVAR  
CORPORATION)

12 By: \_\_\_\_\_

13 Its: \_\_\_\_\_

14 Non-Federal Settling Defendant W.R. Grace & Company, Inc. consents to this  
15 Consent Decree by its duly authorized representative as follows:

16 Dated: \_\_\_\_\_ W.R. GRACE & CO.

17  
18 By:  \_\_\_\_\_

19 Its: Vice President of Public &  
20 Regulatory Affairs

21 Non-Federal Settling Defendant W.R. Meadows, Inc. consents to this Consent  
22 Decree by its duly authorized representative as follows:

23 Dated: \_\_\_\_\_ W.R. MEADOWS, INC.

24 By: \_\_\_\_\_

25 Its: \_\_\_\_\_

26 IT IS SO ORDERED, ADJUDGED AND DECREED:

27 Dated: \_\_\_\_\_  
28 UNITED STATES DISTRICT JUDGE

C:\02a\Jamest\Bay Area Drum draft consent decree.wpd



1 Non-Federal Settling Defendant Van Waters & Rogers, Inc. consents to this  
2 Consent Decree by its duly authorized representative as follows:

3 Dated: \_\_\_\_\_ VAN WATERS & ROGERS, INC.

4  
5 By: \_\_\_\_\_

6 Its: \_\_\_\_\_

7 Non-Federal Settling Defendant Vopak Distribution Americas Corporation (f.k.a.  
8 UNIVAR Corporation) consents to this Consent Decree by its duly authorized representative as  
9 follows:

10 Dated: \_\_\_\_\_ VOPAK DISTRIBUTION AMERICAS  
11 CORPORATION (f.k.a. UNIVAR  
CORPORATION)

12 By: \_\_\_\_\_

13 Its: \_\_\_\_\_

14 Non-Federal Settling Defendant W.R. Grace & Company, Inc. consents to this  
15 Consent Decree by its duly authorized representative as follows:

16 Dated: \_\_\_\_\_ W.R. GRACE & COMPANY, INC.

17  
18 By: \_\_\_\_\_

19 Its: \_\_\_\_\_

20 Non-Federal Settling Defendant W.R. Meadows, Inc. consents to this Consent  
21 Decree by its duly authorized representative as follows:

22 Dated: March 20, 2001 W.R. MEADOWS, INC.

23  
24 By: *A E Knapp*

25 Its: President/Chief Operating Officer

26 IT IS SO ORDERED, ADJUDGED AND DECREED:

27 Dated: July 11, 2001 *[Signature]*  
28 UNITED STATES DISTRICT JUDGE

C:\0at\James\Bay Area Drum draft consent decree.wpd

Exhibit A

Legal Description of the Property: "Beginning at the point of intersection of the northeasterly line of Thomas Avenue and the northwesterly line of Hawes Street; running thence northwesterly and along said line of Thomas Avenue 300 feet; thence at a right angle northeasterly 100 feet; thence at a right angle southeasterly 300 feet to the northwesterly line of Hawes Street; and thence at a right angle southwesterly along said line of Hawes Street 100 feet to the point of beginning."

BLOCK 4792

SHAFTER AVE.

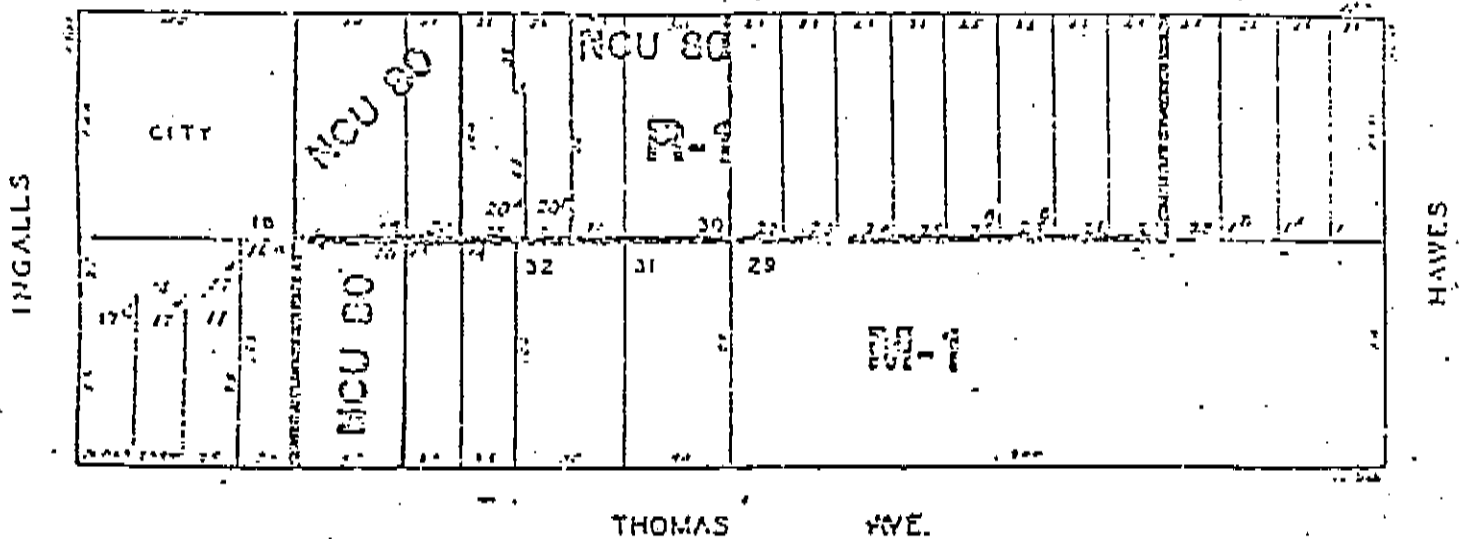


EXHIBIT B  
NON-FEDERAL SETTling DEFENDANTS

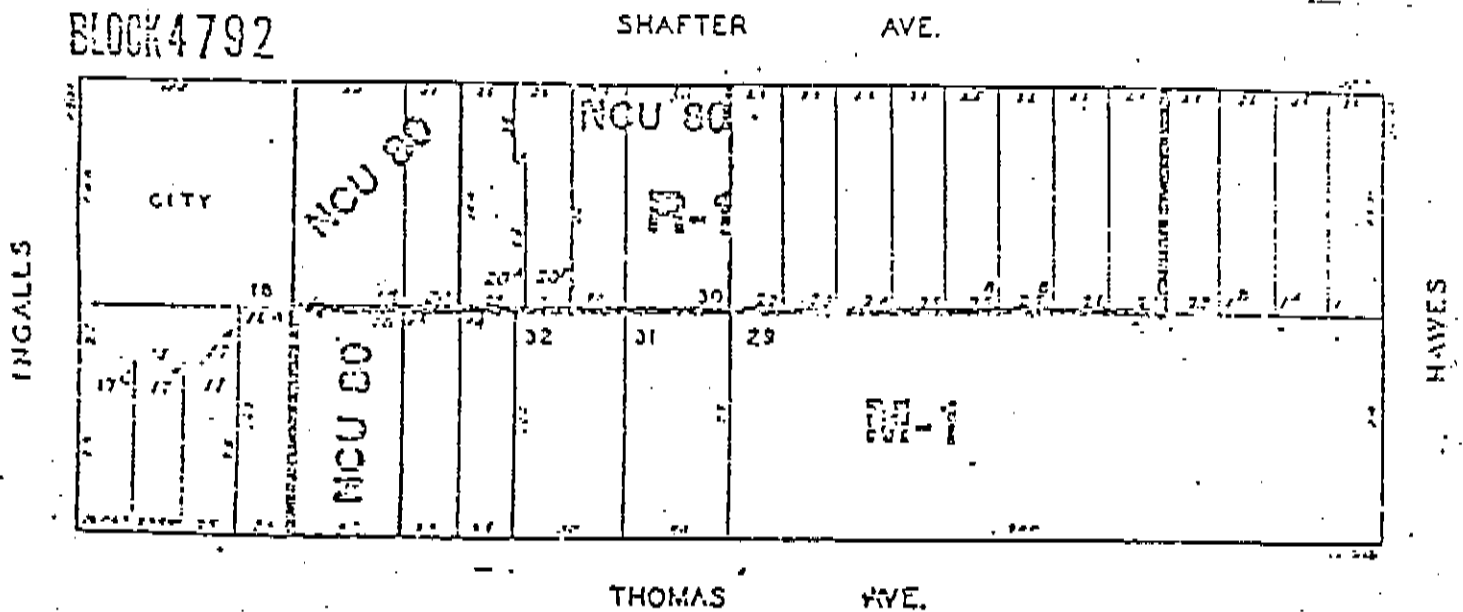
1 AEROJET-GENERAL CORPORATION  
2 ALTERNATIVE MATERIALS TECHNOLOGY, INCORPORATED (for U.S. CELLULOSE)  
3 ASHLAND, INC. (sued herein as ASHLAND CHEMICAL, INCORPORATED)  
4 CHEMCENTRAL CORPORATION  
5 CHEVRON U.S.A., INCORPORATED  
6 COURTAULDS COATINGS, INCORPORATED (for INTERNATIONAL PAINT  
7 COMPANY)  
8 DELTA AIR LINES, INCORPORATED  
9 DORSETT & JACKSON, INCORPORATED  
10 THE DOW CHEMICAL COMPANY  
11 E.I. DuPONT de NEMOURS & CO., INCORPORATED  
12 EUREKA CHEMICAL COMPANY  
13 EUREKA FLUID WORKS  
14 FORD MOTOR COMPANY  
15 GENERAL MOTORS CORPORATION  
16 GREAT WESTERN CHEMICAL COMPANY  
17 HEWLETT-PACKARD COMPANY  
18 HONEYWELL INTERNATIONAL, INCORPORATED (successor to ALLIED-SIGNAL,  
19 INCORPORATED)  
20 INTER-STATE OIL COMPANY  
21 INGERSOLL-RAND COMPANY (for SCHLAGE LOCK COMPANY)  
22 INTEL CORPORATION  
23 INTERNATIONAL PAPER COMPANY (for STECHER-TRAUNG-SCHMIDT)  
24 KAISER ALUMINUM & CHEMICAL CORPORATION  
25 LITTON ELECTRON DEVICES (a division of LITTON SYSTEMS, INCORPORATED)  
26 LOCKHEED MARTIN CORPORATION (successor to LOCKHEED MISSILES & SPACE  
27 COMPANY, INCORPORATED)  
28 MAXUS ENERGY CORPORATION (for OCCIDENTAL CHEMICAL CORPORATION,  
successor to DIAMOND SHAMROCK CHEMICALS COMPANY, f.k.a. DIAMOND  
SHAMROCK CORPORATION)  
McKESSON HBOC, INCORPORATED  
MONSANTO COMPANY  
NI INDUSTRIES, INCORPORATED  
NL INDUSTRIES, INCORPORATED  
THE O'BRIEN CORPORATION (for FULLER-O'BRIEN PAINTS)  
OLYMPIAN OIL COMPANY  
OWENS-ILLINOIS, INCORPORATED  
PACIFIC GAS & ELECTRIC COMPANY  
PENNZOIL-QUAKER STATE COMPANY  
PUREGRO COMPANY  
REDDING PETROLEUM, INCORPORATED  
REDWOOD OIL COMPANY  
REICHHOLD CHEMICALS, INCORPORATED  
REYNOLDS METALS COMPANY  
R. J. McGLENNON COMPANY, INCORPORATED  
ROCHESTER MIDLAND CORPORATION (for BYTECH CHEMICAL CORPORATION)  
ROHM & HAAS COMPANY  
SANDOZ AGRO, INCORPORATED (for ZOECON CORPORATION)  
SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT  
SEQUA CORPORATION (for GENERAL PRINTING INK, a division of SUN CHEMICAL)  
SHELL OIL COMPANY

EXHIBIT B (Cont'd.)

SIMPSON COATINGS GROUP, INCORPORATED  
STANFORD UNIVERSITY  
THE STERO COMPANY  
SYNERGY PRODUCTION GROUP, INCORPORATED (d.b.a. HALEY JANITORIAL  
SUPPLY CO., INCORPORATED and WESTERN CHEMICAL COMPANY)  
SYNTEX (U.S.A.), INCORPORATED  
TAP PLASTICS, INCORPORATED  
TELEDYNE RYAN AERONAUTICAL, McCORMICK SELPH ORDNANCE UNIT (for  
TELEDYNE McCORMICK SELPH)  
TEXTRON, INCORPORATED  
TYCO ELECTRONICS CORPORATION (successor to RAYCHEM CORPORATION)  
UNITED AIR LINES, INCORPORATED  
U.S. LIQUIDS, INCORPORATED (for ROMIC ENVIRONMENTAL TECHNOLOGIES  
CORPORATION, successor to ROMIC CHEMICAL CORPORATION)  
UNITED TECHNOLOGIES CORPORATION  
UNIVERSITY OF CALIFORNIA  
UNOCAL CORPORATION (sued herein as UNION OIL COMPANY OF CALIFORNIA)  
VAN WATERS & ROGERS INCORPORATED  
VOPAK DISTRIBUTION AMERICAS CORPORATION (f.k.a. UNIVAR CORPORATION)  
W.R. GRACE & COMPANY  
W.R. MEADOWS, INCORPORATED

Exhibit A

Legal Description of the Property: "Beginning at the point of intersection of the northeasterly line of Thomas Avenue and the northwesterly line of Hawes Street; running thence northwesterly and along said line of Thomas Avenue 300 feet; thence at a right angle northeasterly 100 feet; thence at a right angle southeasterly 300 feet to the northwesterly line of Hawes Street; and thence at a right angle southwesterly along said line of Hawes Street 100 feet to the point of beginning."



## **6.0 SELECTION OF THE PREFERRED ALTERNATIVE AND WORK PLAN**

This section describes the rationale for selection of the preferred removal alternative for the eight backyards at 1221, 1225, 1227, 1233, 1237, 1241, 1245, and 1249 Shafter Avenue. The Administrative Record for the Facility contains all documents that were relied on or considered when selecting the removal action alternative. The Administrative Record is at the DTSC offices in Berkeley and is available for review during normal business hours. A list of documents that comprise the Administrative Record is presented as Appendix I.

### **6.1 Rationale for Selection**

The three removal action alternatives for soil in the backyards of eight residences on Shafter Avenue were evaluated and compared using the criteria described in Section 5.1. Alternative 1 is implementable and has no associated cost. However, it is not effective because it does not protect human health and the environment nor does it comply with the ARARs. Therefore, Alternative 1 was not selected.

Alternatives 2 and 3 are effective, implementable, and cost-effective. However, as previously discussed, Alternative 2 may be more difficult to implement because it may be difficult to place institutional control measures on the residential properties. Both alternatives address impacts to surface water. Alternative 2 prevents contact between surface water and contaminated soil by isolating the contaminated soil beneath a cap. Alternative 3 prevents contact by removing the contaminated soil and replacing the upper 2 feet of soil with clean, imported soil. Although Alternative 3 presents some short-term challenges during the implementation phase, it provides for safe and unrestricted use of the backyards. Long-term exposure to the residents will be eliminated by the removal of the soil containing lead, thallium, and/or PCBs.

Alternative 3 uses conventional construction equipment that is readily available. This alternative provides for overall protection of human health and the environment and, in terms of the Work Area itself, excavation and offsite disposal would reduce the volume of lead, thallium, and PCBs. Controlled

conditions at appropriate offsite landfills would serve to reduce the mobility of these chemicals. The following table presents a cost comparison of the three alternatives:

	Estimated Cost
<u>Alternative 1:</u> No Action	\$0
<u>Alternative 2:</u> Institutional Controls and Capping	\$124,850
<u>Alternative 3:</u> Soil Excavation and Offsite Disposal	\$346,437

Accuracy of the estimates is +50/-30 percent and are based on the assumptions stated in Appendix E.

In summary, Alternative 3 is the preferred alternative because:

- It will allow residents to safely remain in their homes while the removal action is being implemented.
- It will allow for unrestricted use of the backyards following completion of the removal action.
- It removes soil exceeding health-based cleanup levels from the backyards.
- It is implementable with proper health and safety procedures. For example, trucks transporting excavated soil will be routed away from residential areas via a designated truck route.
- It does not require specialized equipment.

## 6.2 Work Plan for Alternative 3

Implementation of Alternative 3 will consist of the following steps:

- Notify and coordinate with the affected property owners and tenants of Work Area locations as necessary.
- Prepare excavation plans and specifications (including shoring design) and develop construction approach to sequence the field work efficiently.
- Identify a designated route for trucks transporting soil such that trucks are routed away from residential areas and follow established truck routes. A Transportation Plan is included in Appendix F.
- Modify the existing health and safety plan for the Bay Area Drum Site (EKL, 1995) to address the construction activities at the Work Area. This modification includes addenda consisting of a Lead Monitoring Plan, Noise Monitoring Plan, and Air Monitoring Plan, which are included as Appendix G.
- Evaluate and contract with necessary subcontractors.
- Obtain the necessary permits and access agreements.
- Notify local authorities and agencies, as necessary.
- Send work notification letters to nearby properties on Hawes Street, Shafter Avenue, and Thomas Avenue that are adjacent to or across from the Work Area and/or the former Bay Area Drum Facility.
- Collect samples of soil to be excavated and send samples to laboratory for analyses to determine proper disposal requirements (sampling and analyses Work Plan provided in Appendix J). The laboratory will require a minimum of five days to conduct analyses and report the results.
- Prepare Work Area (e.g., removal of fence sections between the backyards), and remove and store equipment (e.g., play structures) currently present in the backyards. Plastic sheeting (16 mil, minimum) will be placed on the exterior of the homes on all sides facing the excavation. This will minimize infiltration of dust into the homes and allow residents to safely remain in their homes throughout the duration of the project. Temporary fencing covered with plastic sheeting, will also be installed across the walkways, where present, between the houses. In addition to the plastic sheeting on the house exteriors facing the excavations, the soil will be wetted and plastic sheeting will be installed on the fencing that will be placed across the side yards between the houses. A combination of direct-reading MiniRAM Portable Aerosol Monitors, personal air sampling pumps, and high volume samplers will be used on-site as part of an air monitoring program. The air monitoring data will be used to provide real-time assessment of dust levels compared to chemical action levels and next-day laboratory confirmation of results at stations downwind of the excavations (i.e., in the side yards between the houses, where there is sufficient room). These data will be used to assess the level of dust generated and to identify periods when additional dust control measures are needed. See Appendix G, Section G.3.1.2.
- Prepare Vacant Lot for vehicle traffic by applying plastic and road base. Prevent damage to items stored at Capped Yard by installing temporary fencing and covering. Remove portion of fencing



from former Bay Area Drum Facility to allow access between Capped Yard and southwest end of Vacant Lot and southeast end of Work Area. Temporary barrier fencing will be erected for times outside work hours (i.e., overnight, weekends). Security personnel will be present on-site after work hours. Fencing will be restored upon completion of the removal action and Work Area restoration.

- Signs will be installed designating areas associated with trucks entering and leaving.
- Place and store clean, imported soil at the adjacent Capped Yard at the Facility on 12-mil plastic sheeting placed on the ground surface. Plastic sheeting (6-mil) also will be used to cover the clean soil. The plastic sheeting will be held in place using appropriate methods. The clean soil will be obtained from a single source area. To assure that the soil is uncontaminated, a grab sample will be collected from each truckload of imported soil and three to five samples will be selected for chemical analysis. The samples will be analyzed for volatile organic chemicals (VOCs), semi-volatile organic compounds (SVOCs), petroleum hydrocarbons, Title 22 metals, pesticides and PCBs using EPA Test Methods 8260B, 8270C, 8015B, 6010C plus 7471A for mercury, 8081A, and 8082, respectively. Based on the excavation areas shown on Plate 7, it is estimated that 1,200 cubic yards (cy) will be needed (80 trucks with a capacity of 15 cubic yards each).
- Remove concrete structures and patios and dispose offsite.
- Using a backhoe, excavate the upper 2 feet of soil across the eight backyards and excavate those areas below the top 2 feet where lead, thallium, or PCB concentrations exceed the cleanup levels. In the backyards adjacent to the Building on the Facility, the 2-foot-deep excavation will extend to the Building wall (i.e., there will not be any sloping in the excavation). Measures, if necessary, will be taken to assure the structural integrity of the Building. To accommodate the 7.5-foot-deep excavation within the backyards at 1225 and 1227 Shafter Avenue, shoring will be installed near the property boundary adjacent to the Building and Capped Yard. The shoring will be installed as close as feasible to the Building's foundation. The remaining sides of the deeper excavations will be sloped to maintain stability of the soil. Adjacent to the residential structures, the sides of the 2-foot-deep excavations will be sloped away from the structures to maintain the structural integrity of the buildings.
- In the event that rain occurs during soil-removal field work and appears likely to interfere with the normal progress of the work, work will be suspended until weather and site conditions return to a satisfactory condition. If feasible, roof-gutter downspout discharges will be redirected by ditching or by attaching temporary tubing to minimize the amount of water that enters the work area. If runoff into the work area from adjoining parcels appears likely to become a problem, runoff will be controlled by constructing temporary soil berms, if feasible.
- As soil is being excavated, it will be direct loaded into a disposal truck located on the southwest end of the Vacant Lot. Loose soil will be swept off of the truck, and a cover will be tied down on the truck. The truck will drive to the Capped Yard and then onto Thomas Avenue. From Thomas Avenue, each truck will follow the route specified in Appendix F.
- Collect confirmation soil samples from the areas that exceed designated cleanup levels to verify that cleanup levels have been achieved. The following table presents information regarding the confirmation soil sampling:

Residence	Number of Samples Per Analyte			Comment
	Lead	Thallium	PCBs	
1221 Shafter Avenue	0	0	0	No exceedances
1225 Shafter Avenue	0	0	4	2 floor; 2 sidewalls
1227 Shafter Avenue	0	0	4	2 floor; 2 sidewalls
1233 Shafter Avenue	0	0	0	No exceedances
1237 Shafter Avenue	4	0	0	4 floor
1241 Shafter Avenue	4	0	0	2 floor; 2 sidewalls
1245 Shafter Avenue	4	4	0	2 floor; 2 sidewalls
1249 Shafter Avenue	0	0	0	No exceedances
<b>Total</b>	<b>12</b>	<b>4</b>	<b>8</b>	

- At times outside work hours (i.e., overnight, weekends), use plastic and plywood for safety and dust control measures to cover deeper excavations that are not excavated to completion depth or not filled with clean soil. These locations will also be enclosed with temporary fencing and appropriate warning signage during such times. Security personnel will be present on-site after work hours.
- Measure depths and locations of the excavations to provide input for "as-built" drawings. Provide "as-built" maps to owners of Work Area/Shafter Avenue properties.
- Fill the excavations with clean, imported soil that has been placed on the Capped Yard.
- Dispose of the excavated soil at an appropriate, permitted offsite landfill in accordance with applicable rules and regulations.
- Completely restore each of the backyards, including but not limited to, replacement of the landscaping, concrete, and fencing in each backyard. These activities will be conducted in accordance with prior agreements between each of the property owners and the Group.
- After backfilling and final grading are complete, temporary berms will be constructed of earth or hay bales with plastic sheeting to minimize the potential for surface water runoff from the adjoining Vacant Lot or Capped Yard to affect the newly placed fill in the residential backyards.

The anticipated schedule for implementation of the removal action, contingent on weather conditions, is as follows:

Activity	Days After Completion of Prior Task
Collect and Analyze Soil Profile Samples	7 days after NTP
Site Preparation*	1 day
Clear & Grub**	3 days
Excavation of Upper 2 Feet of Soil	3 days
Installation of Shoring on southwest side of 7.5-foot deep excavation	1 day
Excavation of Deeper Soil	3 days
Off-hauling of Soil	6 days
Backfilling and Compaction	3 days
Removal of Shoring	1 day
Restoration of Backyards	5 - 10 days***

\*Start date will be after all of the following are in place: DTSC approval of the RAW; receipt of excavation permits from the City (including timing constraints required by permits); finalization of access agreements from property owners (including owner of former Bay Area Drum site); finalization of contractor and subcontractor contracts; scheduling of equipment and labor; and receipt of analytical laboratory results for soil profile results after Notice to Proceed (NTP).

\*\*Removal of fences, weeds/plants, concrete etc.

\*\*\*Actual amount of time will depend on the specific requirements for each backyard.

## **7.0 REMEDIAL ACTION SUMMARY**

This section presents the rationale for selection of the preferred remedial action alternatives for soil and groundwater, descriptions of the selected remedy, and a proposed implementation schedule. The Administrative Record for the Facility contains all documents that were relied on or considered when selecting the remedial action alternative. The Administrative Record is at the DTSC offices in Berkeley and is available for review during normal business hours. A list of documents that comprise the Administrative Record is presented as Appendix F.

### **7.1 Selection of Remedial Action Alternatives**

The following sections describe the evaluation of remedial action alternatives for soil and groundwater using the criteria presented in Section 6.1. Table 7 presents a comparative analysis of the soil and groundwater remedial alternatives.

#### **7.1.1 Rationale for Selection of Preferred Soil Remedial Action Alternative**

Alternative 3, Soil Excavation to Residential (Unrestricted) Standards and Offsite Disposal, is selected as the preferred cleanup action for soil. The selection process and comparison of the soil remedial alternatives are presented below. The remedial action alternatives for impacted soil at the Site were evaluated and compared using the criteria described in Section 6.1. The anticipated excavation limits used for this evaluation are shown on Plates 5 and 6 for Soil Alternative 2 and 3, respectively.

Alternative 1 is implementable and has no associated cost. However, it is not effective because it does not protect human health and the environment nor does it comply with the applicable or relevant and appropriate requirements. Therefore, Alternative 1 was not selected.

Alternatives 2 and 3 are effective, implementable, and cost-effective. Both alternatives address potential impacts to surface water. Alternative 2 removes "hot spot" soils to protect the underlying groundwater, and prevents contact between surface water and impacted soil by isolating the impacted soil beneath a cap. Alternative 3 prevents contact by removing the impacted soil and replacing the soil with clean, imported soil. Although Alternative 3 presents some short-term challenges during the implementation phase, it provides for safe future residential (unrestricted) use of both the Facility and the Vacant Lot. Long-term exposure will be eliminated by the removal of the impacted soil. Alternative 3 uses conventional construction equipment that is readily available. This alternative provides for overall

protection of human health and the environment and, in terms of the Site itself, excavation and offsite disposal would reduce the volume of chemicals. Controlled conditions or stabilization/treatment at appropriate offsite landfills would serve to reduce the ultimate mobility of these chemicals. The following table presents a cost comparison of the three soil alternatives:

Soil Alternative	Estimated Cost
<u>Alternative 1:</u> No Action	\$0
<u>Alternative 2:</u> "Hot Spot" Soil Removal, Capping, and Institutional Controls for the Facility, and Excavation and Offsite Disposal for the Vacant Lot	\$975,000
<u>Alternative 3:</u> Soil Excavation to Residential Target Excavation Goals and Offsite Disposal	\$1,900,000

Accuracy of the estimates is +50/-30 percent and are based on the assumptions stated in Appendix E.

In summary, Alternative 3 is the preferred soil alternative because:

- It will allow for future residential (unrestricted) use of both the Facility and the Vacant Lot. The Vacant Lot is zoned for single-family residences and is, therefore, being remediated to residential (unrestricted) standards. The Facility (i.e., the property at 1212 Thomas Avenue), although zoned light industrial (M-1), is also being remediated to residential (unrestricted) standards to provide the maximum potential reuse for the property, to be consistent with State Water Resources Control Board Resolution 92-49.
- It eliminates long-term operation and maintenance requirements for soil at both the Facility and the Vacant Lot.
- It removes soil containing elevated concentrations of chemicals.
- It is readily implementable with appropriate health and safety procedures. For example, trucks transporting excavated soil will be routed away from residential areas via a designated truck route.

- It does not require specialized equipment.

### 7.1.2 Rationale for Selection of Preferred Groundwater Remedial Action Alternative

Groundwater Remedial Alternative 3, Enhanced Monitored Natural Attenuation, is selected as the preferred remedy for groundwater. The selection process and comparison of the alternatives is presented below.

Groundwater Alternative 1, No Action, is implementable, and has no associated cost. However, it results in uncertain protection of human health and the environment, and is anticipated to have a lower level of acceptance by the regulators and the community. Although the natural degradation of volatile organic compounds would continue to occur under Alternative 1, no monitoring would be conducted to confirm that natural attenuation sufficiently reduces groundwater chemical concentrations or that recontamination does not occur. Therefore, groundwater Alternative 1 was not selected.

Both groundwater Alternatives 2 and 3, Monitored Natural Attenuation and Enhanced Monitored Natural Attenuation, respectively, are protective of human health and the environment, effective in the long term, and implementable. Both alternatives have reasonable short-term effectiveness, and reduce toxicity, mobility, and/or volume of the contaminants.

Both alternatives are expected to meet applicable or relevant and appropriate requirements. In particular, the requirements of State Water Resources Control Board Resolution 92-49 are met by achieving source removal, verification of the stability and continued decrease in contaminant concentrations by implementation of an approved groundwater monitoring program, and establishment of appropriate mitigation measures (contingency plan) should contaminant concentrations exceed applicable water quality criteria (i.e., groundwater restoration values listed in Table 6). Available data for the Site indicate that natural attenuation has reduced volatile organic compound concentrations in groundwater by well over a factor of ten in approximately ten years. This continued trend of decreasing concentrations and biodegradation of these volatile compounds will be enhanced by the addition of compounds that will promote an increased rate of degradation. This will reduce the overall time it takes to reach the groundwater restoration goals and the time period for groundwater monitoring. The following table presents a cost comparison of the three groundwater alternatives:

Groundwater Alternative	Estimated Cost*
Alternative 1: No Action	\$0
Alternative 2: Monitored Natural Attenuation	\$531,000
Alternative 3: Enhanced Monitored Natural Attenuation	\$364,000

\* Accuracy of the estimates is +50/-30 percent and is based on the feasibility study cost assumptions stated in Appendix E.

In summary, Alternative 3, Enhanced Monitored Natural Attenuation, is the preferred groundwater alternative because:

- It will achieve site-specific groundwater restoration goals and meet applicable or relevant and appropriate requirements through the destruction of chemicals in a time frame that is shorter than that of other alternatives.
- It will reduce the overall time frame necessary for groundwater monitoring
- It is readily implementable
- It uses readily available equipment
- It does not limit the future use of the property at 1212 Thomas Avenue and provides additional potential reuse options without unnecessary exposure to harmful chemicals.

## 7.2 Description of Selected Soil and Groundwater Alternatives

Implementation of soil Alternative 3 and groundwater Alternative 3 will consist of the following:

### Preparation Arrangements

- Notify local authorities and agencies, as necessary.
- Notify and coordinate with the affected owners of nearby properties, as necessary.
- Prepare *Remedial Design and Implementation Plan* (remediation plans and specifications including shoring design, health and safety plan, air monitoring plan, transportation plan, implementation plan for the natural attenuation enhancement) and develop construction approach to sequence the fieldwork efficiently. The *Remedial Design and Implementation Plan* will be submitted to the DTSC

for review and approval. Air action levels that are protective of workers and nearby residents will be developed and presented in the *Health and Safety Plan* and *Air Monitoring Plan*. In addition, these plans will describe the air monitoring program that will be conducted during work activities and will identify the response actions to be taken if the action levels are exceeded. A brief description of the conceptual approach for air monitoring is included as Appendix G. Plans and specifications will comply with local, state, and federal requirements, as applicable.

- Prepare a groundwater monitoring and contingency plan (also called *Operations and Maintenance Plan for Groundwater*). This plan may include the following elements:
  - Semiannual monitoring and reporting for monitoring wells.
  - Groundwater samples and quality assurance/quality control samples will be analyzed for volatile organic compounds and total petroleum hydrocarbons as gasoline, diesel fuel, and motor oil. In addition, groundwater samples from selected wells will be analyzed for natural attenuation parameters (see Appendix E).
- Confirm the designated route for trucks transporting soil such that trucks are routed away from residential areas and follow established truck routes. A *Transportation Plan* is included as Appendix L.
- Evaluate and contract with necessary subcontractors, including appropriate disposal facilities.
- Obtain the necessary permits and access agreements. Compliance with San Francisco Planning Commission Resolution No. 14861 will likely require a variance and/or Conditional Use Authorization prior to preparation of the remedial design.
- Provide security during non-work hours.

#### Preparatory Fieldwork

- Remove equipment (cars, construction equipment) from Facility and Vacant Lot, as needed.
- Remove sections of existing fencing, as needed; install temporary fencing and gates.
- Set up onsite temporary construction trailer, including additional power poles as needed.



- Set up decontamination facility for waste, equipment, and personnel. Establish exclusion zone, decontamination zone, and support zone in accordance with health and safety plan. Decontamination facility and health and safety requirements will be relocated as necessary during construction.
- Collect additional samples, if needed, for profiling soil for disposal to facilitate direct loading and offsite disposal of soil to the appropriate disposal facility.
- Install signs designating areas where trucks enter and leave the construction site.
- Set up site survey controls and stake excavation limits.
- Obtain permits and abandon four existing monitoring wells in the Vacant Lot (DMMW-1, DMMW-2, DMMW-3, and B-202) and five existing wells adjacent to the Capped Yard (B-28, B-203, B-25, B-26, and B-204). These wells are shown on Plate E1.
- Set up air monitoring stations, meteorological station etc. Conduct background air monitoring as required by the Air Monitoring Plan. The anticipated perimeter air sampling program is described in Appendix G.
- Set up erosion control measures (e.g., silt fence, hay bales, water truck) to be used during construction.
- Decontaminate, demolish, and off-haul existing debris, structures (e.g., building, foundations, and floors), underground storage tank, and associated piping and utilities, if any. Wipe and debris samples were collected during remedial investigation activities; these data are presented in Appendix D. The concrete will be decontaminated prior to demolition. After removal, concrete pieces will be brushed off to remove soil. Demolition material will be placed in bins for offsite disposal and the contents will be removed once determined to be clean. As needed, collect and evaluate qualitative data provided by analysis of wipe samples. It is anticipated that these wipe samples will be analyzed for volatile organic compounds, petroleum hydrocarbons, pesticides, metals, and PCBs, depending on the area sampled. Asphalt from the Capped Yard will be demolished and placed in bins for offsite disposal.
- If necessary, soil sampling may be conducted to obtain data to pre-profile the excavated soil for disposal.

- Arrange for source of clean soil to be used to backfill the excavations. Soil will be from a single source area and will be set aside at the vendor's yard. The soil will be maintained separately for use at the Site. Samples of the soil will be collected and analyzed for volatile organic compounds (Method 8260B), semi-volatile organic compounds (Method 8270C), petroleum hydrocarbons (Method 8015B), Title 22 metals (Method 6010C plus 7471A for mercury, 8081A), and pesticides/PCBs (Method 8082). Other, untested soil will not be mixed in with this soil.

#### Remediation Fieldwork

- Excavate soil in accordance with approved plan. To maintain stability of nearby buildings, sidewalls will be sloped or shoring (sheet piles) will be installed as close as possible to the structures that will remain.
- Excavation activities will be staged depending on the areal and vertical extent of soils to be removed. Sampling and analysis for disposal profiling and offsite disposal will be conducted as needed prior to or during the excavation activities.
- As soil is excavated, it will be directly loaded into trucks, transported, and disposed of at appropriate permitted landfills in accordance with applicable rules and regulations. As mentioned, samples to facilitate profiling for disposal may be collected. Treatment, if needed, will be conducted at the landfill. The Transportation Plan is presented as Appendix L.
- Basic dust control measures will be implemented and are anticipated to include the following:
  - Watering active construction areas as necessary
  - Load beds containing soil, sand, or other loose material will be covered.
  - Tires on exiting trucks will be dry-brushed to remove excess dirt. Excavation activities will be staged to minimize truck traffic over unremediated soil. If necessary, wheel washers or similar equipment will be used.
  - If unacceptable amounts of visible soil material from the Site are present, street areas adjacent to the Site will be cleaned using water sweepers or similar equipment.
  - As necessary, excavation areas may be limited or activities may be suspended if air monitoring results indicate action levels have been exceeded.

- Collect confirmation soil samples at limits of excavation. Attainment of cleanup goals will be based on statistical evaluation of data from confirmation soil samples. The approach used will be similar to that used in the *Supplemental Risk Assessment* and in developing target excavation goals. Based on historical sampling, confirmatory samples will be analyzed for one or more of the following:
  - PCBs
  - Lead
  - Mercury
  - Antimony
- Survey depths and locations of the excavations to provide input for "as-built" drawings.
- Fill the excavations with clean, imported soil that has been tested. The imported soil will be compacted and graded in accordance with the plans and specifications.
- Restore the areas to appropriate elevations and hydroseed.
- Return stored vehicles to Vacant Lot and replace fences.
- Install new groundwater monitoring well to be used in groundwater monitoring program with existing wells.
- Implement baseline groundwater monitoring based on groundwater monitoring program to be developed during remedial design. Timing of this sampling will be dependent on the schedule to be developed and progress of the soil remediation activities. It is anticipated that 16 monitoring wells will be sampled and analyzed for volatile organic compounds, petroleum hydrocarbons, and natural attenuation parameters (see Table E6, Appendix E).
- Place oxygen-releasing compound into the subsurface at locations selected during remedial design. Plate E1 in Appendix E shows possible locations based on the extent of vinyl chloride detected in groundwater. It is anticipated that direct-push drilling equipment will be used to place the oxygen-releasing compound directly into the saturated zone. Progress will be monitored in accordance with the aforementioned monitoring plan to estimate the degradation rate and assess the trend of chemical concentrations. As noted, this enhancement process assumes removal of the source soil.

As mentioned, the activities outlined above are conceptual in nature and details (e.g., excavation limits, slopes, shoring design) may change during the remediation design phase. However, such changes will be

consistent with this *Feasibility Study and Remedial Action Plan*. In addition to the excavation details, the remedial design will include the Health and Safety Plan, Air Monitoring Plan, Transportation Plan, and an implementation and groundwater monitoring plan for the enhancements to natural biodegradation.

### 7.3 Proposed Implementation Schedule

The anticipated schedule for implementation of the remedial action alternatives is presented below:

Activity	Anticipated Schedule (Number of Working Days after Preceding Task)
Preparation of <i>Remedial Design and Implementation Plan, Health and Safety Plan, Air Monitoring Plan, and Groundwater Operations and Maintenance Plan</i>	7 days after close of public comment period for <i>Draft Feasibility Study and Remedial Action Plan</i>
DTSC Approval of <i>Final Feasibility Study and Remedial Action Plan</i>	-
DTSC Approval of <i>Remedial Design and Implementation Plan, Health and Safety Plan, Air Monitoring Plan, and Groundwater Operations and Maintenance Plan</i>	-
Begin Remedial Action Implementation	14 days after DTSC Approval
Soil Remediation	62 days total
Mobilization/Site Setup	2 days
Pre-Construction Survey	3 days
Demolish Building	4 days
Break Out Asphalt and Concrete	2 days
Clear and Grub Vacant Lot	2 days
Excavate Building Area	4.5 days
Excavate Vacant Lot	3.5 days
Excavate Capped Yard (3 Depths)	15 days
Backfill Excavated Areas	23 days
Initiate Enhancements for Natural Biodegradation (Specific methods to be used to enhance natural biodegradation of Facility-related chemicals in the groundwater and the associated groundwater monitoring program will be determined during remedial design.)	7 days after completion of soil remediation activities
Completion of Final Remedial Action Implementation for Soil (anticipated submittal of completion report for soil and groundwater remediation)	60 days after completion of field activities
Monitoring and Reporting for Groundwater	Periodic, on schedule to be specified in groundwater monitoring plan that is to be developed during design.

1 In the matter of:

2 1212 Thomas Avenue  
3 San Francisco, California  
4 and environs  
5 (Bay Area Drum Site),  
6 A Hazardous Waste Site

Docket No. \_\_\_\_\_

OPERATION MONITORING AND  
MAINTENANCE AGREEMENT

Health and Safety Code  
Section 25355.5(a)(1)(C)

7 This Operation Monitoring and Maintenance Agreement ("Agreement") is made and  
8 entered into by and between the State of California Department of Toxic Substances Control  
9 ("Department"), on the one hand, and the following parties (hereafter referred to collectively as  
10 "Respondents"), on the other:

11 AEROJET-GENERAL CORPORATION;  
12 ALTERNATIVE MATERIALS TECHNOLOGY, INCORPORATED (for U.S. CELLULOSE);  
13 ASHLAND, INC. (sued herein as ASHLAND CHEMICAL, INCORPORATED);  
14 CHEMCENTRAL CORPORATION;  
15 CHEVRON U.S.A., INCORPORATED;  
16 COURTAULDS COATINGS, INCORPORATED (for INTERNATIONAL PAINT  
17 COMPANY);  
18 DELTA AIR LINES, INCORPORATED;  
19 DORSETT & JACKSON, INCORPORATED;  
20 THE DOW CHEMICAL COMPANY;  
21 E.I. DuPONT de NEMOURS & CO., INCORPORATED;  
22 EUREKA CHEMICAL COMPANY;  
23 EUREKA FLUID WORKS;  
24 FORD MOTOR COMPANY;  
25 GENERAL MOTORS CORPORATION;  
26 GREAT WESTERN CHEMICAL COMPANY;  
27 HEWLETT-PACKARD COMPANY;  
28 HONEYWELL INTERNATIONAL, INCORPORATED (successor to ALLIED-SIGNAL,  
INCORPORATED);  
INTER-STATE OIL COMPANY;  
INGERSOLL-RAND COMPANY (for SCHLAGE LOCK COMPANY);  
INTEL CORPORATION;  
INTERNATIONAL PAPER COMPANY (for STECHER-TRAUNG-SCHMIDT);  
KAISER ALUMINUM & CHEMICAL CORPORATION;  
LITTON ELECTRON DEVICES (a division of LITTON SYSTEMS, INCORPORATED);  
LOCKHEED MARTIN CORPORATION (successor to LOCKHEED MISSILES & SPACE  
COMPANY, INCORPORATED);  
MAXUS ENERGY CORPORATION (for OCCIDENTAL CHEMICAL CORPORATION,  
successor to DIAMOND SHAMROCK CHEMICALS COMPANY, f.k.a. DIAMOND  
SHAMROCK CORPORATION);  
McKESSON HBOC, INCORPORATED;  
MONSANTO COMPANY;  
NI INDUSTRIES, INCORPORATED;  
NL INDUSTRIES, INCORPORATED;  
THE O'BRIEN CORPORATION (for FULLER-O'BRIEN PAINTS);  
OLYMPIAN OIL COMPANY;

1 OWENS-ILLINOIS, INCORPORATED;  
2 PACIFIC GAS & ELECTRIC COMPANY;  
3 PENNZOIL-QUAKER STATE COMPANY;  
4 PUREGRO COMPANY;  
5 REDDING PETROLEUM, INCORPORATED;  
6 REDWOOD OIL COMPANY;  
7 REICHOLD CHEMICALS, INCORPORATED;  
8 REYNOLDS METALS COMPANY;  
9 R. J. McGLENNON COMPANY, INCORPORATED;  
10 ROCHESTER MIDLAND CORPORATION (for BYTECH CHEMICAL CORPORATION);  
11 ROHM & HAAS COMPANY;  
12 SANDOZ AGRO, INCORPORATED (for ZOECON CORPORATION);  
13 SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT;  
14 SEQUA CORPORATION (for GENERAL PRINTING INK, a division of SUN CHEMICAL);  
15 SHELL OIL COMPANY;  
16 SIMPSON COATINGS GROUP, INCORPORATED;  
17 STANFORD UNIVERSITY;  
18 THE STERO COMPANY;  
19 SYNERGY PRODUCTION GROUP, INCORPORATED (d.b.a. HALEY JANITORIAL  
20 SUPPLY CO., INCORPORATED and WESTERN CHEMICAL COMPANY);  
21 SYNTEX (U.S.A.), INCORPORATED;  
22 TAP PLASTICS, INCORPORATED;  
23 TELEDYNE RYAN AERONAUTICAL, McCORMICK SELPH ORDNANCE UNIT (for  
24 TELEDYNE McCORMICK SELPH);  
25 TEXTRON, INCORPORATED;  
26 TYCO ELECTRONICS CORPORATION (successor to RAYCHEM CORPORATION);  
27 UNITED AIR LINES, INCORPORATED;  
28 U.S. LIQUIDS, INCORPORATED (for ROMIC ENVIRONMENTAL TECHNOLOGIES  
CORPORATION, successor to ROMIC CHEMICAL CORPORATION);  
UNITED TECHNOLOGIES CORPORATION;  
UNIVERSITY OF CALIFORNIA;  
UNOCAL CORPORATION (sued herein as UNION OIL COMPANY OF CALIFORNIA);  
VAN WATERS & ROGERS INCORPORATED;  
VOPAK DISTRIBUTION AMERICAS CORPORATION (f.k.a. UNIVAR CORPORATION);  
W.R. GRACE & COMPANY; and  
W.R. MEADOWS, INCORPORATED.

#### RECITALS:

21 A. The Department has filed a complaint (the "Complaint") in the United States  
22 District Court for the Northern District of California (the "Court"), Case No. C 00-4796 PJH,  
23 pursuant to the Comprehensive Environmental Response, Compensation and Liability Act  
24 ("CERCLA"), 42 U.S.C. §§ 9601 et seq. The Complaint alleges that hazardous substances have  
25 been released at and from 1212 Thomas Avenue, San Francisco, California (the "Bay Area Drum  
26 Property" or "Property"). A legal description and a map of the Property are attached hereto as  
27 Exhibit A, and are incorporated herein by this reference. As used in this Agreement, the "Bay  
28 Area Drum Site" or "Site" shall refer to the Property, and to any place nearby the Property where

## EXHIBIT E

1 hazardous substances released at or from the Property may have come to be deposited.

2 B. The Complaint names as defendants each of the Respondents, and alleges that  
3 each of the Respondents sent hazardous substances, or is a successor to an entity that sent  
4 hazardous substances, to the Property for treatment and/or disposal. The Complaint further  
5 alleges that each of the Respondents is responsible under CERCLA for conducting  
6 environmental removal and remedial activities in response to the release of hazardous substances  
7 at the Site, and for reimbursing DTSC all of the costs it has incurred, and will incur in the future,  
8 responding to the release of hazardous substances at the Site.

9 C. The Department has executed a Settlement Agreement and Consent Decree (the  
10 "Consent Decree") with the Respondents. The Consent Decree was entered as a consent decree  
11 of the Court on \_\_\_\_\_, 2001. Pursuant to the Consent Decree, the Respondents will  
12 conduct certain remedial measures in response to the release of hazardous substances at the Site.  
13 The Consent Decree specifically requires the Respondents to execute this Agreement, and to  
14 perform the activities required by this Agreement. The Respondents, by entering into the  
15 Consent Decree with the Department, agreed among other things to enter into this Agreement,  
16 and to conduct the activities required by this Agreement, in consideration for the Department's  
17 covenant not to sue effected by the Consent Decree.

18 D. The Consent Decree also requires the Respondents, among other things, to  
19 implement the Feasibility Study and Remedial Action Plan ("FS/RAP") for the Site approved by  
20 the Department on August 14, 2000. The FS/RAP provides, among other things, for the removal  
21 of hazardous substance-contaminated soils from the Site. The FS/RAP further provides, among  
22 other things, for the placement of oxygen-releasing compounds into the ground water beneath the  
23 Site, in order to enhance the natural biological remediation of the hazardous substances in that  
24 ground water.

25 Pursuant to the Consent Decree, and in partial consideration of the agreement that  
26 constitutes the Consent Decree, the Department and the Respondents agree as follows:

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**EXHIBIT E**

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1 pursuant to the provisions of this Agreement. The report must be received by the Department by  
2 the thirty-first (31st) day of the first month after each half-year ends and shall describe:

- 3 a) Specific actions taken by or on behalf of Respondents during the  
4 previous half-year;
- 5 b) Actions expected to be undertaken during the current half-year;
- 6 c) All planned activities for the following half-year;
- 7 d) Any requirements under this Agreement that were not completed;
- 8 e) Any problems or anticipated problems in complying with this  
9 Agreement; and
- 10 f) All results of sample analyses, tests, and other data generated under  
11 the Agreement, and any significant findings from these data.

12 1.6 Five-Year Review. Respondents shall review and reevaluate the remedial  
13 action conducted for the ground water contamination beneath the Site after a period of five (5)  
14 years from the initial placement of oxygen-releasing compounds into the ground water beneath  
15 the Site, pursuant to the Consent Decree and the FS/RAP, and every five (5) years thereafter.  
16 Respondents' obligation to review and reevaluate that remedial action every five (5) years shall  
17 cease upon the Department's issuance of a No Further Action letter for the ground water  
18 contamination beneath the Site. Respondents shall conduct any review and reevaluation required  
19 by this section pursuant to section 121 of CERCLA, 42 U.S.C. § 9621. Ninety (90) calendar  
20 days prior to the end of a 5-year period, Respondents shall submit a remedial action review work  
21 plan to the Department for review and approval. Within sixty (60) days of the Department's  
22 approval of the work plan, Respondents shall implement the work plan and shall submit a  
23 comprehensive report of the results of the remedial action review. The report shall describe the  
24 results of all sample analyses, tests and other data generated or received by Respondents and  
25 evaluate the adequacy of the implemented remedy in protecting public health, safety and the  
26 environment.

27 2.0 Obligations of the Department. The Department agrees to review and oversee the  
28 measures to be performed by Respondents pursuant to this Agreement.

1       3.0    Project Coordinator. Within five (5) calendar days of the date this Agreement is  
2 signed by the Department, the Respondents shall designate a Project Coordinator by notifying  
3 the Department of the name and address of the Project Coordinator they have selected. The  
4 responsibilities of Respondents' Project Coordinator will be to receive all notices, comments,  
5 approvals and other communications from the Department, and to submit all notices and other  
6 communications to the Department. Respondents promptly shall notify the Department of any  
7 change in the identity or address of the Project Coordinator.

8       4.0    Project Engineer. The work performed by the Respondents pursuant to this  
9 Agreement shall be under the direction and supervision of a qualified professional engineer,  
10 licensed in the State of California, with expertise in hazardous substance site cleanup. Within  
11 five (5) calendar days of the date this Agreement is signed by the Department, Respondents shall  
12 submit: a) The name and address of the professional engineer ("Project Engineer") chosen by the  
13 Respondents to direct and supervise the work to be performed by the Respondents pursuant to  
14 this Agreement; and b) in order to demonstrate the Project Engineer's expertise in hazardous  
15 substance cleanup, the resume of the Project Engineer, and the statement of qualifications of any  
16 consulting firm responsible for that work. Respondents promptly shall notify the Department of  
17 any change in the identity or address of the Project Engineer.

18       5.0    Quality Control/Quality Assurance ("QC/QA"). All sampling and analyses  
19 conducted by Respondents pursuant to this Agreement shall be performed in accordance with  
20 QC/QA procedures submitted by Respondents and approved by the Department pursuant to this  
21 Agreement.

22       6.0    Submittals. All submittals and notifications from Respondents that are required  
23 by this Agreement shall be sent in duplicate to:

24               Barbara J. Cook, P.E., Chief  
25               Northern California - Coastal Cleanup Operations Branch  
26               Department of Toxic Substances Control  
27               700 Heinz Avenue, Suite 200  
28               Berkeley, California 94710  
              Attn: BAY AREA DRUM SITE PROJECT  
              MANAGER

//

1 Copies shall be sent simultancously to:

2 Steve Morse  
3 Assistant Executive Officer  
4 Regional Water Quality Control Board  
5 1515 Clay Street, 14th Floor  
6 Oakland, California 94612

7 Dr. Rajiv Bhatia  
8 Medical Director, Bureau of Environmental Health  
9 San Francisco Department of Public Health  
10 1390 Market Street, Suite 822  
11 San Francisco, California 94102

12 7.0 Communications. All approvals and decisions of the Department made regarding  
13 Respondents' submittals and notifications shall be communicated to Respondents in writing by  
14 the Northern California-Coastal Cleanup Operations Branch Chief, Department of Toxic  
15 Substances Control, or his/her designee. Confirmation of a designation shall be provided in  
16 writing by the Department in order to validate any approvals or decisions made by a Branch  
17 Chief's designee. No informal advice, guidance, suggestions or comments by the Department  
18 regarding reports, plans, specifications, schedules or any other documents sent to the Department  
19 by the Respondents shall be construed to relieve Respondents of their obligation to obtain such  
20 formal approvals as may be required.

21 8.0 Department Review and Approval.

22 8.1 If the Department determines that any report, plan, schedule or other  
23 document submitted by the Respondents to the Department for approval pursuant to this  
24 Agreement fails to comply with this Agreement, or fails to protect public health or safety or the  
25 environment, the Department may: (a) with Respondents' agreement, modify the document as  
26 deemed necessary and approve the document as modified; or (b) return comments to  
27 Respondents with recommended changes and a date by which Respondents must submit to the  
28 Department a revised document incorporating the recommended changes.

8.2 Any modifications, comments or other directives issued pursuant to  
section 8.1 above shall be deemed incorporated into this Agreement. Any noncompliance with  
these modifications or directives shall be deemed a failure or refusal to comply with this  
Agreement.

1           9.0   Stop Work Order. In the event that the Department determines that any activity  
2 (whether or not pursued in compliance with this Agreement) may pose an imminent or  
3 substantial endangerment to the health or safety of people on the Site, or in the surrounding area,  
4 or to the environment, the Department may order Respondents to stop further implementation of  
5 this Agreement for the period of time needed to abate the endangerment. In the event that the  
6 Department determines that any activity (whether or not pursued in compliance with this  
7 Agreement) is proceeding without Department authorization, the Department may order  
8 Respondents to stop further implementation of this Agreement, or further conduct of the activity,  
9 for the period of time needed to obtain Department authorization, if such authorization is  
10 appropriate. Any deadline in this Agreement directly affected by a Stop Work Order, under this  
11 section, shall be extended for the term of the Stop Work Order.

12           10.0   Department Required Modifications. The Department may require modification,  
13 or replacement of, or additions to, Site ground water monitoring facilities, if those ground water  
14 monitoring facilities are not achieving the objectives for those facilities set forth in the FS/RAP  
15 or in the Plan. The Department may require additional ground water monitoring facility  
16 evaluations and designs, and the construction and operation of new or additional ground water  
17 monitoring facilities, in order to achieve the ground water monitoring objectives set forth in the  
18 FS/RAP or in the Plan.

19           11.0   Compliance With Applicable Laws. Respondents shall carry out this Agreement  
20 in compliance with all applicable local, state, and federal requirements, including, but not limited  
21 to, requirements to obtain permits and to assure worker safety.

22           12.0   Effect of Agreement on Consent Decree. Nothing in this Agreement is intended,  
23 or shall be construed, to modify or affect any covenant not to sue or any reservation of rights,  
24 claims, causes of action or defenses set forth in the Consent Decree.

25           13.0   Access to Laboratories. In any contract concluded by the Respondents for the  
26 laboratory analysis of Site samples collected pursuant to this Agreement, the Respondents shall  
27 include a provision affording the Department access to that laboratory at all reasonable times for  
28 purposes including, but not limited to, evaluating the procedures used by the laboratory to

1 analyze those samples. Nothing in this section is intended or shall be construed to limit in any  
2 way any right of entry or inspection that the Department, or any other government agency, may  
3 otherwise have by operation of law.

4 14.0 Sampling, Data and Document Availability. Respondents shall permit the  
5 Department and its authorized representatives to inspect and copy all sampling, testing,  
6 monitoring or other data generated by Respondents or on Respondents' behalf in any way  
7 pertaining to work undertaken pursuant to this Agreement. Respondents shall submit all such  
8 data upon the request of the Department. Respondents shall inform the Department at least seven  
9 (7) days in advance of all field sampling conducted pursuant to this Agreement, and shall allow  
10 the Department and its authorized representatives to take duplicates of any samples collected by  
11 Respondents pursuant to this Agreement. Respondents shall maintain a central repository of the  
12 data, reports, and other documents prepared pursuant to this Agreement.

13 15.0 Record Retention. All data, reports and other documents prepared pursuant to this  
14 Agreement shall be preserved by Respondents for a minimum of five (5) years after the  
15 conclusion of all activities conducted pursuant to this Agreement. If the Department requests  
16 that some or all of these documents be preserved for a longer period of time, Respondents shall  
17 either comply with that request or deliver the documents to the Department, or permit the  
18 Department to copy the documents prior to destruction. Respondents shall notify the Department  
19 in writing at least six (6) months prior to destroying any documents prepared pursuant to this  
20 Agreement.

21 16.0 Government Liabilities. The State of California shall not be liable for any injuries  
22 or damages to persons or property resulting from any act or omission by any Respondent, or its  
23 officers, directors, agents, employees, contractors, consultants, receivers, trustees, successors or  
24 assigns, including but not limited to individuals, partners, and subsidiary and parent corporations,  
25 in carrying out activities pursuant to this Agreement, nor shall the State of California be held as a  
26 party to any contract entered into by any Respondent, or any Respondent's agent, in carrying out  
27 activities pursuant to this Agreement.

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1           17.0 Extension Requests. If Respondents are unable to perform any activity or submit  
2 any document within the time required by this Agreement, Respondents may, prior to expiration  
3 of the time, request an extension of the time in writing. The extension request shall include a  
4 justification for the delay. All such requests shall be in advance of the date on which the activity  
5 or document is due.

6           18.0 Extension Approvals. If the Department determines that good cause exists for an  
7 extension, requested by Respondents pursuant to section 17.0 above, it shall grant the  
8 Respondents' request and specify a new schedule in writing. Respondents shall comply with the  
9 new schedule, which shall be deemed incorporated in this Agreement.

10           19.0 Financial Assurance. Respondents must assure that sufficient monies are  
11 available to implement the Plan and conduct the Five-Year Review required by section 1.6 of this  
12 Agreement, in accordance with Title 22, California Code of Regulations section 66264.143(f), by  
13 maintaining a corporate guarantee of the availability of those monies.

14           20.0 Severability. The requirements of this Agreement are severable, and Respondents  
15 shall comply with each and every provision of this Agreement notwithstanding the effectiveness  
16 of any other provision.

17           21.0 Incorporation of Plans, Schedules and Reports. Any plan, schedule, report,  
18 specification or other document submitted by Respondents pursuant to this Agreement shall be  
19 deemed incorporated in this Agreement upon the Department's approval of the document, or the  
20 Department's approval of the document as modified pursuant to section 8.0 of this Agreement,  
21 and shall be implemented by Respondents. Any noncompliance with any document incorporated  
22 in this Agreement shall be deemed a failure or refusal to comply with this Agreement.

23           22.0 Modification and Termination. Respondents may, upon written request, seek  
24 modification or termination of this Agreement at any time. This Agreement may be modified or  
25 terminated by written agreement of the Department and the Respondents at any time. Nothing in  
26 this section is intended or shall be construed to affect the Department's right to modify  
27 documents submitted by the Respondents pursuant to this Agreement, as set forth in section 8.0  
28 of this Agreement.

1       23.0 Time Periods. Unless otherwise specified, time periods begin from the effective  
2 date of this Agreement and "days" means calendar days. The effective date of this Agreement is  
3 the date the Agreement is signed by the Department.

4       24.0 Parties Bound: This Agreement applies to and is binding upon Respondents and  
5 their officers, directors, agents, employees, contractors, consultants, receivers, trustees,  
6 successors and assigns, including but not limited to individuals, partners, and subsidiary and  
7 parent corporations, and upon any successor agency of the Department that may have  
8 responsibility for and jurisdiction over the subject matter of this Agreement.

9       25.0 Representative Authority. Each undersigned representative of the parties to this  
10 Agreement certifies that she or he is fully authorized to enter into the terms and conditions of this  
11 Agreement and to execute and legally bind the parties to this Agreement.

12  
13 Signed on the \_\_\_\_ day of \_\_\_\_\_, 2001.

14  
15 \_\_\_\_\_  
16 Barbara J. Cook, P.E., Chief  
17 Northern California - Coastal Cleanup Operations Branch  
18 Department of Toxic Substances Control

19 We acknowledge receipt of the foregoing Agreement and consent to its terms and conditions on  
20 behalf of the Respondents:

21  
22  
23 \_\_\_\_\_ HELLER, EHRMAN, WHITE & McAULIFFE

24 [DATE]

25 By: \_\_\_\_\_  
26 Nicholas W. van Aelstyn

27 Attorneys for Respondents

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